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THE REPORT OF THE

COMMISSIONERS

CONCERNING

CHARITIES.

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THE

REPORT

OF THE

COMMISSIONERS

CONCERNING

CHARITIES;

CONTAINING

THAT PART WHICH RELATES TO THE

County of Devon.

VOL. III.

EXETER:

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REPORT OF THE COMMISSIONERS

FOR INQUIRING CONCERNING

CHARITIES.

COUNTY OF DEVON.

HUNDRED OF TEIGNBRIDGE.

PARISH OF HENNOCK.

STOOKE'S GIFT.

By indentures of lease and release, bearing date the 3d and 4th of June, 1692, between John Stooke of Trusham, of the one part, and Charles Orchard the elder, of Hennock, and nine others, of the other part; the said *John Stooke*, granted and released unto the parties of the second part, and their heirs, a close of land called Knowle Park meadow, parcel of a tenement called Knowle, situate in the parish of Hennock, upon trust, that they should dispose of the rents and profits of the said close, in manner following: that is to say, that they should bestow 12d. thereof, in four three-penny loaves of bread, weekly, for ever, and should give the said four loaves of bread, weekly, unto such four poor people, as should from time to time inhabit in the almshouse in Hennock, near the church-yard there, which had been then lately repaired by the said John Stooke, such poor people constantly and duly frequenting the church, and being there at divine service, and constantly and duly receiving the sacrament of the Lord's supper; and not absenting themselves from the said ordinances, or either of them, unless for reasons to be allowed by the minister of the said parish, or his successors, respectively, and the said poor people living peaceably with their neighbours; and in case any of such poor people should fail in performing the said duties or conditions, it should be lawful for the said parties of the second part, and their heirs, or the major part of them, to bestow the loaves of them so failing, unto such other poor persons of the said parish, as should perform the said duties.

It does not appear that the trusts of the above mentioned land were ever renewed.

This meadow is now known by the name of the Parish Meadow; it consists of about one acre of land, and is in the occupation of John Soper, one of the churchwardens, as yearly tenant, at the rent of 52s. per annum. Mr. Soper has held it on the same terms for about 26 years, having first become tenant at a parish meeting, holden for the purpose of letting it. We are told that the field has in times past, been worth something more than the present rent, which is now considered its fair annual value; but that it will be recommended to the parishioners to offer it to public competition in May next, when Mr. Soper's year expires.

The distribution of the rent does not appear to be made in strict conformity with the directions of the donor. It is not given away weekly in bread, but quarterly, in sums of 3s. 3d. a piece, to four poor widows of the parish. The charity is not bestowed on the inhabitants of the almshouse, that building being used as a poor-house, and the distribution being as far as possible confined to persons not receiving relief. In other respects, Mr. Stooke's intentions seem to be complied with; care is taken in the appointment of the poor widows, which takes place at a parish meeting, to select such as attend divine service, and receive the sacrament of the Lord's supper; and they are expected to be regular in their attendance, unless prevented by some necessity. When once appointed, they are considered entitled to receive their shares for life, unless they marry, quit the parish, or cease to be deserving objects of charity.

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Gribble's Gift.

Elizabeth Gribble, by her will, bearing date 2d May, 1726, gave to the poor of Hennock, 5l. to be paid to the vicar of that parish, and after him to pass into the hands of his successor, and so from one to the other of such vicars for ever, on trust, to deal out of his only judgment the proper interest of the said 5l. at the end of every year, to such poor of the parish not receiving monthly pay, as he should think fit.

This legacy seems to have passed into the hands of each successive vicar of the parish, from the death of the testatrix to the present time. The Reverend John Hill, the vicar, is now possessed of it, and has paid annually, since his incumbency, more than the amount of the interest, in the education of poor children of the parish.

PARISH OF IDEFORD.

Borrington's Gift.

Humphrey Borrington, by deed, bearing date 15th April, 1589, granted to Richard Borrington and five others, and their heirs, a yearly rent of 20s. to be issuing out of his lands called Hayes, in the parish of Ideford, on trust, to distribute the said rent, or the greatest part thereof, amongst the poorest people of the said parish of Ideford, with a proviso for appointing new trustees, when the number should be reduced to two.

This statement is taken from a deed for appointing new trustees, dated 30th April, 1626.

Lord Clifford is the proprietor of the lands called Hayes, whose tenant pays the annuity. It is distributed by one of the feoffees about Easter, among the poor of the parish, generally in sums of 1s. each.

Parish Lands.

By indenture of feoffment, bearing date 14th August, 1625, Richard Borrington and four others, granted and enfeoffed to Thomas Harte, and 13 others, and their heirs, a messuage called the Parish house or Church house, and a parcel of land adjoining, called the Stapley, and a tenement or cottage, orchard and herb garden, then in the tenure of Stephen Wreford and John Lambell, and a tenement or cottage and herb garden, then in the tenure of Robert Brown, and a tenement or cottage and herb garden, then in the tenure of —— Bearne, all in the parish of Ideford, to the intent, that whereas there had of late been bequeathed to the said parish, by the charitable dispositions of Richard Quashe, Thos. Bickford, John Tucker and John Best, all deceased, 9l. to be employed towards the benefit and relief of the poor inhabitants of the said parish, the said Thomas Harte, and the other parties of the second part, should out of the rents and profits, of the said premises in satisfaction of the profit arising from the said monies so given, pay yearly, for ever, to the church-wardens of the said parish, towards the succour and relief of the poorest people inhabiting there, a yearly rent of 15s. on Lady-day, or within 20 days after, in the church porch of Ideford, to be distributed amongst so many of the said poorest people, as should, yearly, be agreed on by the chiefest part of the inhabitants of the said parish.

The last appointment of trustees of the lands contained in the above mentioned deed, was by indentures of lease and release, bearing date 17th and 18th April, 1812, by which they were conveyed upon the same trusts upon which the same were vested in the former trustees.

The property conveyed by the above mentioned deeds now consists of—

1.—The Church house, which is repaired by the parish, and is used as a poor-house, to which purpose it has been for many years applied.

2.—A plot of ground near the Church house, called the Stapley, upon which the feoffees have, within the last year, built a cottage and blacksmith's shop, now in the occupation of Henry Job, as yearly tenant, at the rent of 8l. 8s. This tenement was let by private contract for the best rent the feoffees could obtain; the expense of the building amounted to about 96l. of which the sum of 40l. which had arisen from fines paid on the granting of leases of other parts of the property, and had been deposited in the Newton bank at three per cent interest, has been paid; it has been proposed to pay the residue out of the poor rate

3.—Two small dwelling-houses, orchard and garden, now united, in the occupation of John Sparke, under a lease dated 1st October, 1796, for 99 years, determinable on three lives, two of which are in existence, at the yearly rent of 2s.; the lease is stated to be granted in consideration of the surrender of a lease granted in 1790, and of a fine of 10s. The annual value of this property is estimated at about 3l.

4.—A cottage and small garden, now in the occupation of Mary Ann Langley, under lease, dated 30th January, 1785, for 99 years, determinable on two lives, of which one is now in existence. This lease appears to have been granted in consideration of a fine of 9l. and the rent reserved was 4s. The value of this tenement is about 4l. per annum.

5.—A dwelling-house at the lower side of Stapley, now in the occupation of William Cansley, under a lease, bearing date 25 December, 1785, for 99 years, determinable

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on three lives, of which one is in existence, at the rent of 4s, in consideration of 18l. 18s. The annual value of this house is about 40s.

The buildings are generally in good condition. The rents are received by one of the feoffees, and we are informed, that the interest of the 40l. lodged in the banker's hands, and the rents of the different tenements, have been usually distributed amongst the poor.

It is proposed, that the rents of the new built cottage and blacksmith's shop shall be applied, first, in payment of the expense incurred by the parish in their erection; and we are told, that when that charge has been defrayed, it is the intention of the feoffees to carry those rents to the overseer's account; upon which intended disposition we have to remark, that, although by the trust deeds the annuity of 15s. only is directed to be distributed amongst the poor, yet, by the course of application which has for a long time prevailed, the income of the trust property appears to have been employed for purposes distinct from the poor rate.

CLOTTERBROOKE'S GIFT.

In the returns made to Parliament, in 1786, the sum of 18l. is said to have been given by the will of *John Clotterbrooke*, the date of which was unknown, and to have been at that time lying dormant in the hands of the parish feoffees. We have been unable to procure any further evidence of this donation.

JENKINS'S GIFT.

The Reverend Dr. *Jenkins*, who died in 1821, by his will bequeathed as follows:—

"I give and bequeath two hundred pounds, the interest thereof, for ever, to be distributed in bread to the poor of the parish of Ideford, in the county of Devon, on the 1st day of January and the 18th day of October, St. Luke's day, under the direction of the minister and churchwardens of the said parish, for the time being." The line drawn across the word "two" and the word "one" are in pencil, and, as we are informed, were written by the testator on the day preceding his death. Three executors, named in the will, have renounced, and letters of administration, with the will annexed, have been granted to Mr. John Jenkins, the only brother of the testator.

It may be a question for the decision of the court of probate, whether the alterations in pencil, which appear in the will, do or do not operate as a revocation *pro tanto* of the legacy given to the poor of this parish; but, as the persons entitled to the residue of the testator's personal property reside at Charleston, in South Carolina, an opportunity had not been afforded at the time of our inquiry, (October 1822,) for ascertaining whether they wished to oppose the claim of the parish to the sum of 200l.

PARISH OF ILSINGTON.

PARISH LANDS.

We have not been able to discover how the parish of Ilsington became possessed of the premises hereinafter mentioned. The earliest deed we find relating to them is an indenture of feoffment, bearing date 22d March, 1695, whereby Peter Woodley and others, as the surviving feoffees, in trust, for the benefit of the parishioners and poor of the parish of Ilsington, of the messuages and lands belonging to the poor of the said parish, situate in Hartford, in the said parish; and also, the messuages and lands belonging to the parish church or parish of Ilsington aforesaid granted and enfeoffed to Hugh Widdicombe and his heirs, a messuage and tenement, with the appurtenances, in Hartford aforesaid, and a messuage, called the Church house or Parish house of Ilsington, and a plot of land adjoining thereto, containing, in length, 88 feet, and in breadth, 24 feet, with a garden lying on the north and west sides of the said house and plot of land, which premises were in the parish of Ilsington, lying near the Church house, upon trust, that the said Hugh Widdicombe should stand seised of the premises in Hartford aforesaid, to the use of the poor of the said parish, for the better maintenance and relief of such of the said poor as should be visited with sickness, such as should be aged and stricken in years, and such as should be so impotent as thereby utterly disabled to work, and should stand seised of the said Church house and other premises, to the use of the parishioners and parish of Ilsington.

The last appointment of trustees was by deeds of lease and release, bearing date the 17th and 18th March, 1803; the premises thereby conveyed are described as a dwelling house, orchard, garden, and outhouses, at Hartford, formerly taken out of the lower end of a close, called the Almshouse Close, and two other dwelling houses, gardens, and outhouses, and two other dwelling houses, courtlages, gardens, and outhouses, situate also at Hartford, adjoining to Ilsington Heathfield, and an orchard and four fields, situate also at Hartford, and a messuage, called the Church house, and a plot of land and garden, as described in the former deed. Sixteen of the feoffees appointed by this conveyance are living.

The property of this trust consists of—

1.—A dwelling house, outhouses, garden and orchard, adjoining the highway leading from Bickington to Bovey Tracey, under lease, dated 10th April, 1803, granted to

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Stephen Laskey, in consideration of a fine of 42l. for a term of 99 years, determinable on three lives, at the rent of 2s. 6d. per annum.

2.—A house and garden, leased to William Osmond on the same day, and for a similar term and rent, in consideration of a fine of 20l.

3.—A house and garden, let to James Chalker, on the same day, for a like term and rent, in consideration of a fine of 28l. All these premises are situated at Hartford.

4.—Two houses and a garden, situate at Cold East, near Ilsington Heathfield, let to John Northway, by lease, dated 20th December, 1811, for a like term and rent, in consideration of 42l. This lease has since been assigned to George Laskey. The lives on which these leases were granted are still in existence.

5.—Two fields, containing 11A, 3R. 4P. in the occupation of James Southwood, as yearly tenant, at the clear rent of 15l. per annum, which is stated to be their full value. These fields were offered to be let by auction, but there being no sufficient bidding, they were let by private contract.

An act of Parliament was passed a few years ago, for inclosing Ilsington Heathfield by virtue of a power contained in which, the feoffees of this charity and Candy's gift, hereafter mentioned, being entitled to allotments in respect of their trust lands, sold them for 149l. 8s. 9d. which sum was invested in the purchase of stock, as mentioned in the account of Candy's gift, and it was agreed, upon a calculation of the proportional value of the land belonging to each charity, founded on the valuation for the poor rate, that 4l. per annum, out of the dividends, should be carried to the fund of this charity. The feoffees, on their appointment in 1803, found the affairs of the trust in disorder. The buildings were in general much out of repair. The lease of the tenement, No. 1, had determined; Nos. 2 and 3 were occupied by poor persons, without paying any rent, and it became necessary to take legal measures to get possession of those tenements, and of one of the fields included in No. 5, and as there was no money in hand, the feoffees were compelled to raise a fund for defraying the costs of the new trust deed and of the legal proceedings. They therefore granted the several leases which bear date in 1803, by the terms of which the tenants were bound to put their respective tenements into repair; they have performed their covenants, and the buildings are generally in a good condition. The tenement, No. 4, had been let for years determinable on lives, and as the term had expired, the feoffees were also obliged to resort to proceedings at law to recover possession of it; they afterwards held an auction, for granting the existing lease, and as the building was in a bad state, they found it necessary to allow 24l. 17s. for its repair. The total expense of the legal proceedings and of the trust deeds amounted to 72l. 13s. 11d. The fine of 42l. paid for the last mentioned lease, was in the bank of Mr. Abraham, of Ashburton, at the time of its failure, in 1812. The feoffees had, to the time of our inquiry, neglected to prove their debt under the commission.

With the exception of 10s. paid in 1808, by Chalker, the rents of Nos. 1, 2, and 3, are in arrear since the granting of the respective leases, and we are told that the occupiers refuse to pay their rent, on the ground of their having been deprived, by the inclosure above mentioned, of a right of cutting heath and furze on Ilsington Heathfield, which they contend was appurtenant to their tenements, and of more value to them than their rents. Upon an inspection of the leases, we find no words conveying a right of common, and it appears to us that the feoffees should take measures to compel the payment of the rents.

Besides the above mentioned property, there is a house, called the Church House, with a small court adjoining. This house is repaired by the parish, and is used as a poor house. In front of it is a waste spot, which is in the possession of Mr. Charles Wills, but we cannot learn that the feoffees or the parish has ever received rent for it.

Since 1803, the accounts of the trust have been kept by Mr. James Woodley, and Mr. Thomas Widger, the former of whom received the rents until 1811, and the latter since that period. In consequence of the expense incurred after the new appointment of trustees, there was no fund for distribution until 1807. Since that time, the income has been bestowed upon such of the sick and distressed poor people of the parish as received no constant parochial relief. Such poor persons having obtained recommendations from the parish officers, are relieved according to their necessities, in sums varying from 1s. to 1l. either by Mr. Woodley or Mr. Widger, who are selected by the feoffees for this purpose, the former receiving money on account from the latter. Each of these gentlemen keeps an account of his receipt and expenditure; that of Mr. Woodley, appears to have been examined by the feoffees in 1810 and 1820, and that of Mr. Widger in 1820. At the time of our inquiry, September, 1822, the former had a balance of 1l. 19s. in hand, but there was due to the latter, the sum of 14l. 11s. It is, however, to be observed, that the tenant of No. 5, was indebted for rent at the same time, 35l. 1s. and that the sum of 8l. was due in respect of two years payment of the

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dividends of the before mentioned stock. It appears to us, that a more frequent examination of the accounts, by the feoffees, is desirable.

CANDY'S GIFT.

William Candy, of Ilsington, yeoman, by his will, bearing date 17th November, 1727, gave his estate, called Hartford, otherwise Hoare's tenement, situate at Hartford, in the parish of Ilsington, and all the residue of his estates whatsoever and wheresoever, to the vicar and churchwardens of the said parish of Ilsington for the time being, for evermore, together with Robert Tapson, Richard Lear, and Richard Widdicombe, in trust, for the uses thereinafter mentioned and directed, that when either of the said trustees should die, the vicar and churchwardens for the time being, and the surviving trustees, should meet at the Church house of Ilsington, within 20 days, and chuse another trustee in his room, and that such mode of chusing trustees should be observed for ever; and he appointed the said vicar and churchwardens for the time being, and the said Robert Tapson and others, to be his executors, and desired them to lay out 200l. as soon as they could in lands of inheritance, in the said parish of Ilsington, and until a purchase could be made, to dispose of the said money upon mortgage; and out of the rents and profits, he gave to the vicar of Ilsington for the time being, 20s. a year, to preach a funeral sermon on the day of his death; and he also gave every year, on the 1st December, for ever, to nine poor men of the said parish, who should be of sober life, and resort to the parish church on the Lord's day, and should not receive monthly alms or relief from the said parish, a new hat, cloth coat, shirt, and pair of shoes; which poor men were to be chosen by the trustees; and the sum of 9s. yearly to be expended in meat and drink equally between such nine poor on every Christmas-day for ever, after prayers and sermon ended; and he appointed the said vicar for the time being, to receive the rents and profits of the said estate, and pay all outgoings thereof, with the advice of the said trustees.

By indentures of lease and release, bearing date 15th and 16th July, 1766, between Sarah Briant, assignee of the effects of Sampson Hele, a bankrupt, of the one part, Charles Bedford, clerk, vicar of Ilsington, Charles Hale, and Richard Sweardon, churchwardens, and Charles Corbyn and Joseph Wills, of the said parish, of the other part; reciting the gift of 200l, by the will of the said William Candy, and reciting that the trustees named in the will of the said William Candy, were all dead, and that the said Charles Corbyn and Joseph Wills had, according to the direction of the said will, been nominated and elected trustees in their stead; and that the said parties of the second part had agreed with the said Sarah Briant, for the purchase of the two messuages or tenements thereinafter mentioned, for the price of 220l.; and reciting, that for want of an opportunity of laying out the said 200l. in the purchase of some freehold estate, lying within the said parish of Ilsington, the same then remained in the hands of the said Charles Bedford, but that the interest had from time to time been duly applied in pursuance of the trusts of the said will; the said Sarah Briant, in consideration of the said sum of 220l., 200l. thereof being the same sum as was directed by the said will to be laid out in lands, and the remaining 20l. being the proper money of the said Charles Bedford and Charles Hale, conveyed to the said parties of the second part, and their heirs, two messuages and tenements, with the appurtenances, called Gilhill and Kilhn, otherwise Killa, in the said parish of Ilsington, upon trust, for the several uses and purposes mentioned in the will of the said William Candy, provided that the said premises should not be leased by the trustees to any person upon fines, but upon full yearly value, either from year to year, or by lease, not exceeding 21 years.

The last deed, appointing new trustees, is dated in 1811.

The estate, called Hartford, consists of a dwelling house, with outbuildings, and 18A. 3R. 25P. of land, which was let by auction about six years ago, to James Southward, as yearly tenant, at 26l. per annum. The rent was afterwards reduced to 22l. and lately to 20l. which is stated to be its full value. The buildings are in good repair.

The premises, called Gilhill and Kilha, consist of 23A. & 18P. and are let to Wm. Rowell, as tenant, from year to year, at 20l. per annum, the rent having lately been reduced to that amount from 28l. There is some timber standing on both of these tenements.

The trustees are also possessed of 289l. 6s. 5d. stock in the three per cent consols, and 191l. 11s. 6d. in the new four per cents, which sums together, yield an annual interest of about 16l. 7s.; they arose partly from sales of timber in 1803, to the amount of 63l., and in 1814, of 106l.; partly from the sale of land before mentioned, belonging to the parish lands and this trust, under the inclosure act, to the amount of 149l. 8s. 9d. and partly from the accumulation of dividends between the years 1813 and 1820. It appears, from an account produced to us, that 24l. part of the money produced by the sale of the

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above mentioned land, was placed in the bank of Mr. Abraham, of Ashburton, and that after his bankruptcy, a dividend of 3s. 9d. in the pound was received upon it from his assignees. The dividends of the above mentioned stock, with the exception of 4l. per annum, which sum is carried to the parish land fund, are placed to the account of this charity.

The rents are received by one of the feoffees, and the income, after the payment of the annuity of 20s. to the minister, for preaching a funeral sermon on St. Thomas's day, being the day of the death of the testator, is expended in purchasing shoes, shirts, hats, and coats, for as many poor men of the parish who are not in the receipt of constant relief, as the funds will extend to furnish with those articles. The feoffees meet, together with the vicar, about the latter end of November, to select the poor men who are to partake of the charity, and on christmas day the distribution is made. The distribution was made in 1819 to 24, and in each of the years 1820 and 1821, to 32 poor persons. An expense of 15s. is annually incurred by one of the trustees in going to Exeter, to purchase the various articles which compose the clothing; but the sum of 9s. is not expended in meat and drink on Christmas-day, according to the directions of the testator, the feoffees deeming it more advantageous to dispose of the whole of their fund in clothing. An account is kept by one of the feoffees, which contains the receipts and disbursements, and the names of all the persons who partake of the charity; this account is annually produced at a meeting of the feoffees, churchwardens and parishioners, for their inspection.

The account, made up to Michaelmas, 1820, showed a balance of 17s. due to the charity; that for 1821 had not been audited at the time of our inquiry, in consequence of a portion of the rent of that year being unpaid.

Ford's Gift.

By indenture, bearing date 18th of June, 1674, between William Culling, John Ford, clerk, Edward Furlong, and three others, overseers of the poor of the parish of Ilsington, of the one part, and Jonas Smeardon, of the other part; reciting, that *Jane Ford*, had, by will, bearing date 24th November, 1663, devised to the said William Culling, and two others, and their heirs, two closes, parcel of her manor of Halwell, within the parish of Ashburton, upon trust, that they should employ the rents and profits thereof, for ever, for the maintenance of as many poor children of the parish of Ilsington, to be kept to school, and to buy them books, and to pay for their teaching, until they should be able to read the Holy Bible, as the funds were sufficient to provide for; the said poor children to be nominated by the said devisees, together with the advice and consent of the churchwardens and overseers of the said parish, for the time being; and further reciting, that it was declared in the said will, that when the said devisees should be reduced to one, the survivor should convey the said premises to some other person or persons, with the consent of the heir of the said Jane, together with the overseers of the said parish, upon the trusts mentioned in the said will; and further reciting, that the said two other devisees were since deceased, and that the said John Ford was the right heir of the said Jane Ford, the said William Culling, as surviving trustee and devisee of the said Jane Ford, in performance of her will, and with the consent of the said John Ford, and the other parties, of the first part, granted to the said Jonas Smeardon, and his heirs, the said two closes of land, upon the trusts aforesaid.

The last trust deeds of these premises bear date in 1793, whereby they were conveyed to 13 persons, and their heirs, upon the trusts aforesaid, and also upon trust, that they should, from time to time, let the said fields, for a term not exceeding 21 years, for the best yearly rent that could be got for the same. One of the above mentioned closes, containing about four acres of land, is in the occupation of Thomas Brown, as yearly tenant, at a clear yearly rent of 12l.; the tenant has given notice to quit at Lady-day, 1823, when it is intended to hold an auction for re-letting it, but it is not expected that so much as the present rent will be obtained; the other field contains about two acres, and is let to William Kingwell, as yearly tenant, at the clear rent of 9l. which is its full value. The rents which were formerly received by the Reverend Mr. Palk, the vicar of the parish, have been lately paid to one of the feoffees, and with the exception of the sums hereinafter mentioned to have been expended for books, they have been paid, in different sums, to various schoolmasters or schoolmistresses, residing in different parts of the parish, who have received weekly for each child taught by them, three half pence a head; no rule obtains with respect to the number of children instructed; but the object of the feoffees has been to educate has many of the poor boys and girls of the parish as their funds would enable them to do, amounting, upon an average, to about 50. When a poor person wishes a child appointed, he usually applies to one of the feoffees, from whom he receives an appointment for the instruction of his child, by the schoolmaster or mistress who resides nearest his residence. The children are taught

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reading only, they are admitted at any age, and are dismissed as soon as they can read the Bible. Books have not been annually purchased for the children; but it appears, from the accounts, that prayer books, spelling books, and bibles, were purchased in 1798 and 1799, to the amount of about 4l. 10s. 7d. and in 1820, 100 bibles were purchased, which cost 25l. 3s.; these bibles were given to the children who had been educated in the school, and a list of those who received them is entered in the account book. In 1821, when Mr. Palk relinquished the management of the accounts, he paid to his successor, Mr. Woodley, 6l. 9s.; and at the time of our inquiry, September, 1822, there was a balance of about 19l. in the hands of the latter, which, however, was subject to the quarterly payments due at Michaelmas to the schoolmasters and mistresses, and also to the payment of a sum due to the Reverend Mr. Woollcomb, the curate, for books provided by him.

HALE'S GIFT.

Ann Hale, by will, bearing date 17th Aug. 1804, gave to the owner of Ingsdon, and minister of Ilsington, for the time being, in trust, the sum of 300l. to be put into Government, or other securities, to the best of their judgment, the interest of which was thereby directed to be paid to six of the oldest poor men or women, that could repeat their catechism perfect, in Ilsington church, the first Sunday in November, for ever. She also, by her said will, gave to the poor of Ilsington, the sum of 10l.; and by a codicil, annexed thereto, gave, over and above the said sum of 10l. the further sum of 50l. to the said poor of Ilsington, to be laid out in clothing, and given to the children of the poorest labourers, that should receive no monthly pay, at the direction of her executor, John Philipps Carpenter, esquire. By indenture, bearing date 25th of December, 1807, between the said J. P. Carpenter, of the one part, and James Samber, of Lymington, Hants, esquire, owner of the mansion house and lands of Ingsdon, and Jonathan Palk, clerk, vicar of the said parish of Ilsington, of the other part; reciting the said will and codicil, and that the said J. P. Carpenter, James Samber, and Jonathan Palk, in compliance with the said will, and for the purpose of perpetuating the laudable design of the said Ann, for the benefit of the persons therein mentioned, had agreed that the said sum of 60l. should also be invested with the said sum of 300l. in some of the public funds, or Government securities, in the name of the said Jonathan Palk, upon the trusts thereinafter declared; and that the same sum had been accordingly paid to the said Jonathan Palk, by the said John Philipps Carpenter, for that purpose; the said James Samber, and Jonathan Palk covenanted with the said John Philipps Carpenter, that the said consolidated sum of 360l. should be immediately invested in the purchase of stock in the public funds, or Government securities, in the name of the said Jonathan Palk, and that he should from thenceforth stand possessed of such stock, and the dividends thereof, upon trust, that the said John Philipps Carpenter, James Samber, and Jonathan Palk, and the minister of the parish of Ilsington, for the time being, should receive the dividends and produce of such stock, and pay the interest of such proportions of stock as should be purchased with the said sum of 300l. equally among six of the oldest poor men or women belonging to the said parish, who should be best able to repeat, and should repeat their catechism, perfect, openly in the parish church of Ilsington, on the first Sunday in November, yearly, for ever, to the satisfaction of the minister of the said parish, for the time being; and as to the dividends and annual produce of the said stock or funds purchased with the said sum of 60l. on further trust, that they should apply the same annually, for ever, in the purchase of clothing for the children of such of the poorest labourers of the said parish, as should receive no monthly pay or aid from the said parish, and should deliver such clothing on Christmas-day, in every year, in the parish church of Ilsington, immediately after divine service, to such children as, in the discretion of the said trustees, conjointly, with the minister of the said parish, for the time being, should be deemed fit objects of charity.

We are informed by the Reverend Jonathan Palk, that Mr. Abraham, solicitor and banker, of Ashburton, had been the agent of Mrs. Hale, and that after her death, until 1807, interest on the above mentioned legacies, at five per cent, was paid by Mr. Abraham to Mr. Palk; that, in point of fact, notwithstanding the recital in the declaration of trust of the payment of the sum of 360l. to Mr. Palk, that money never came to his hands; that Mr. Abraham witnessed Mr. Palk's execution of the indenture, and that the part thereof intended for the trustees remained after the execution in Mr. Abraham's custody, until his bankruptcy in 1812; that Mr. Palk had never given Mr. Abraham instructions as to investing the money in the funds; that the latter continued to pay interest to Mr. Palk, as before, upon the legacy of 300l. from 1807 to 1812, which interest was disposed of by Mr. Palk, according to the directions of the will of Mrs. Hale; that Mr. Abraham paid to Mr. Palk, interest on the legacy of 60l. for a part only of that time, which

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was distributed in clothing for poor children, in pursuance of the trust, the interest of this part of the charity of the testatrix being suffered by Mr Palk to accumulate, because he thought it more extensively useful to make a considerable distribution once in four or five years than a small one annually; that the debt was proved, under Mr. Abraham's commission, by Mr. Palk; that a dividend of 3s. 9d. in the pound has been received by him out of the bankrupt's estate, from which investments have been made, in January, 1817, and May, 1820, in navy five per cent stock, making together the sum of 87l. 2s. stock, which now stands in the names of the Reverend Jonathan Palk, and Mr. Charles Wills; that at the time of our inquiry, there was a balance of 8l. 11s. 4d. in the Ashburton Bank, to Mr. Palk's credit, arising from dividends due on the five per cent stock; that no sums have been distributed for either of the purposes mentioned in Mrs. Hale's will, since the time of Mr. Abraham's bankruptcy; and that Mr. John Phillipps Carpenter, and Mr. Charles Samber, have both died since the execution of the deed of 1807.

We are further informed, by Mr. Palk, that at the time of executing the deed, he did not read it, nor was the transaction explained to him; that upon Mr. Abraham's bankruptcy, his suspicions were excited, and that he immediately wrote to Mr. Carpenter, to inquire about the deed, and to learn where the money was deposited.

Upon this statement of facts, a question appears to arise, whether, as Mr. Palk and Mr. Samber covenanted by the deed referred to, that the sum of 360l. therein stated to have been paid by Mr. Carpenter to the former, should be immediately invested in Mr. Palk's name, in the purchase of stock in the public funds or other Government securities; and as, notwithstanding that covenant, the money was allowed to remain in Mr. Abraham's hands until the time of his bankruptcy, in 1812, without any instructions having been given by Mr. Palk, or (as far as appears) by Mr. Samber, for its investment, a court of equity will not consider Mr. Palk, however ignorant in point of fact he may have been, of the nature of the engagement into which he had entered, liable, either alone, or jointly with Mr. Samber, for the loss which has occurred.

PARISH OF LUSTLEIGH.

PHIPPS'S GIFT.

Robert Phipps, of Exeter, by will, bearing date 2d October, 1676, gave to the parish of Lustleigh, 40l. to be bestowed in lands of inheritance, the rents and profits whereof were to be employed to buy linen cloth, at Easter, for such old men and women of the said parish, as had none or little relief from the said parish, the said linen cloth to be dowlas, of 10d. per yard, or thereabouts, and each poor man and woman to have three yards, to be bestowed on such as the feoffees of the said parish should think fit; and if there were no feoffees of lands of the said parish, his executors were to appoint trustees for employing the said 40l. as they, or the major part of them, should think fit.

We have seen no deed by which trustees of this legacy were appointed.

It appears, from various entries in the account books of the overseers of this parish, that linen to the value of 40s. was annually distributed in respect of the gift, until the year 1802. It had been for some time previously to that date, provided by George Miller, of Wey, in the parish of Lustleigh. Upon his death, which happened in that year, application was made by the parish officers to his widow, for the quantity of linen which had been usually provided, and a communication afterwards took place with a professional agent of Mrs. Miller; we are unacquainted with the particulars of this communication, but the result seems to have been, that the parishioners were satisfied that Mr. Miller had provided the linen longer than he was bound to do, and it does not appear that any further steps were taken by them in the matter. We are told, that Mr. Miller died possessed of a small estate in Lustleigh, which on the death of his widow, about nine years ago, came to James Jackson, the son of his eldest daughter, but we have no reason of believe that this estate was charged with the donation. In the returns made to Parliament in 1786, the sum of 40l. being the gift of an unknown donor, and producing 2l. per annum, is stated to be vested in Mr. Miller. He is said to have left a will, but his assets, if he left any, must have been long since administered. We fear, therefore, that this charity must be considered as lost.

HUNDRED OF BLACK TORRINGTON.

PARISH OF WEST PUTFORD.

POOR'S MONEY.

The sum of 40l. belonging to the poor of this parish, is placed in the hands of the rector, the Reverend Dennis Yonge, who pays interest of five per cent for it, and has by an entry in the overseers account book,

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acknowledged it to be in his hands. We have not been able to learn by what means the poor became entitled to this sum.

The interest, being 40s. is paid by Mr. Yonge, about Lady-day, at a parish meeting, and is then distributed by the chief parishioners, among the poor labourers of the parish, according to their merits and necessities. After the distribution, a list is made, which contains the names of the persons receiving the charity, and the sums paid to each.

HUNDRED OF WONFORD.

PARISH OF BRIDFORD.

STOOKE'S GIFT.

We have not been able to find any more satisfactory record of this gift, than is contained in an inscription on a monument, erected to the memory of *John Stooke* and *Mary* his wife, in the church of Trusham, in which they are stated to have given an annuity of 2l. 10s. for the celebration of the holy eucharist, on two Sundays in the year, in the parish of Bridford, for ever.

The sum of 40s. is received half yearly, by the clerk of this parish, from Mr. Hugh Smerdon, as issuing out of his estate called Greenhole, otherwise Shortbroom, part of a tenement called Strongs, which is situate in the parish of Christow. The sum of 10s. which appears large, being after the rate of 4s. in the pound, has been long deducted for land tax, on account of which, in 1764, 3s. 9d. only appears to have been allowed. The sum deducted ought to bear the same proportion to the annuity, as the whole land tax charged on the land bears to its value.

Two sacraments are regularly administered in the parish church, and after deducting the cost of the bread and wine consumed, and the sum of 2s. a piece, paid to the rector and clerk, the residue is distributed, chiefly among the poor, who attend the service, a small surplus being sometimes reserved for any very old or necessitous persons.

THOMAS HALL'S ANNUITY OF 52s.

It is stated, on a monument in the church of Bridford, that *Thomas Hall*, who died in 1703, gave 52s. yearly, to be bestowed in bread, for the poor of that parish; 52s. to the poor of Drewsteignton; and 52s. to the poor of Cheriton Bishop; and 2s. a piece to each parish, for one that would take care to distribute this charity.

This inscription does not describe the property on which these payments were charged; and we have searched, without success, for the will of the donor. Nothing is found in the parish books of Bridford, relating to them, and nothing more appears to be known about them in the parish. We have not been able to find any will of the supposed donor, and in the returns made to Parliament, in 1786, it is stated, that as far as could be then learnt, this charity had not been distributed within the memory of the oldest person living.

EDWARD HALL'S GIFT.

Edward Hall, who died 16th July, 1706, by his will, gave 13s. per annum, to be paid out of the tenement of Thorne, in Bridford, viz. 10s. to the rector or curate of Bridford, for preaching a penitential sermon in the church of Bridford, on Thursday in the week before Easter, in every year, as a preparation for the sacrament; 2s. to be bestowed in bread, at the discretion of the minister and churchwardens, to eight poor people, who should be then present in the church, and 1s to the parish clerk, for collecting the money, paying the minister, and bringing the bread to the church.

He also gave 3s. 4d. per annum, to be paid out of Thorne, aforesaid, to the minister and churchwardens of Bridford, to be by them bestowed yearly, at Easter, to buy butts, or other conveniences, for the people to kneel upon at their prayers in church.

The two annuities are paid by J. Browning, the tenant of the estate called Thorne, which formerly belonged to a Mr. Cole, of Dawlish, and is now the property of his daughters. The annuity of 13s. is received by the parish clerk, out of which 10s. is paid to the rector, for preaching a sermon on Good Friday, instead of the Thursday preceding; and at the same time 2s. is given to poor persons who attend the church, the remaining shilling being retained by the clerk.

The annuity of 3s. 4d. is received from the same person, by the churchwarden, and carried to his general account, out of which hassocks are provided, for persons to kneel on in the church.

THOMAS HALL'S GIFT OF £10.

Thomas Hall, who died in 1735, by his will, gave 10l. to the churchwardens and overseers of the poor of Bridford, on trust, to purchase an estate of inheritance, or place the same out at interest, on good security, the rent or interest to be distributed at the end of every year, amongst four poor husbandmen of the said parish, not having weekly or monthly relief.

It appears from the parish books, that this money was in the hands of the overseers of the poor for some years previous to 1752.

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That from 1752 to 1756, it was in the hands of Mary Pook, and that the interest was distributed yearly, to four poor persons. The last entry found respecting it, is in 1758, which states, that no use had been made of the money in that year, and that the money still remained in the hands of Mr. Hall, Rector of Bridford. We have not been able to obtain any further information respecting it.

PARISH OF CHRISTOW.

Stooke's Gift.

By indenture, bearing date 1st January, 1691, *John Stooke*, of Trusham, granted and assigned to Nicholas Oliver, of Bishop's Nympton, and five others, of the parish of Christow, their executors, &c. a messuage and tenement called Smyth's Hay, in the said parish of Christow, for a term of 2,000 years, upon trust, weekly, to provide out of the rents and profits thereof, five fourpenny loaves, to be delivered to the clerk of the said parish of Christow, and by him carried into the church in the morning of every Sunday in the year, and distributed there after the celebration of divine service, with the consent of the vicar of the said parish, to five of such poor people as should dwell in the almshouse belonging to the said parish of Christow, and should constantly attend on the public worship in the said parish church, and receive the sacrament as often as it should be there administered, and should not absent themselves from any of the divine ordinances, unless for reasons, to be allowed by the vicar of the parish, and should live soberly and quietly with their neighbours; and that in case either of the said poor person should not perform the duties aforesaid, it should be lawful for the said trustees to withhold his share of the said loaves, and distribute the same, with the consent aforesaid, amongst other poor persons which should perform the duties aforesaid; and upon further trust, to pay out of the rents and profits, 5l. yearly, to the trustees for such of the poor of the parish of Ashton, as should dwell within the almshouse belonging to that parish; and upon further trust, to pay to the rector of the parish of Trusham, and his successors, 5l. yearly, and 10s. to the clerk of the said parish of Christow, for his service in the distribution of the loaves aforesaid; and to the vicar of Christow, and his successors, all the residue of the rents and profits of the said tenement, without deduction, except the sum of 3s. 4d. yearly, to remain to the use of the trustees for their pains.

A memorandum on this deed, states, that it was agreed by the parties thereto, before the execution thereof, that the persons who should receive any benefit of the said trust, should not be hindered from receiving such relief as was by law allowed for poor and indigent persons.

Five trustees of this charity are living, who were appointed by deed, bearing date 15th September, 1820, the expense of which, amounting to 9l. 4s. 10d. was paid with the consent of the vicar of Christow, out of the residue of the rents appropriated to his use.

The tenement called Smyth's Hay, consists of a farm house, with outbuildings, and about 26 acres of land, of which about one third is coarse furze ground, and the rest good land. It contains some timber, but not more than sufficient for ordinary repairs, and is in the occupation of Hugh Smerdon, as executor of his father, under a lease granted to the latter, who was not a trustee, by the said Hugh Smerdon and Edward Hore, the then surviving trustees. The term granted was 21 years from Lady-day 1807, and the rent reserved 30l. per annum, clear of all deductions, which is stated to have been a fair rent at the time of the granting of the lease, but more than the present yearly value of the farm. It had been previously let to the said Hugh Smerdon's father, at 20l. per annum.

The buildings are in good tenantable repair.

The rents are disposed of by the tenant, as follows:—

	£.	s.	d.
He pays annually to a baker, for providing weekly five fourpenny loaves for the poor of Christow	4	6	8
To the clerk, for carrying the bread to the church	0	10	0
To the minister of Ashton, for distribution among the poor of that parish, 4l. 4s. making with 16s. deducted for land tax	5	0	0
To the rector of Trusham, 4l. 12s. amounting, together with 8s. land tax, to	5	0	0
He retains for keeping the account	0	3	4
And pays the residue to the vicar of Christow, which, with 1l. 4s. deducted for land tax amounts to	15	0	0
	£30	0	0

The account is made up annually, about Lady-day, and is perused and signed by the vicar.

It will be observed from the above statement, that a larger deduction is made for land-tax from the payment to the poor of Ashton, that from that to the rector of Trusham; this circumstance is thus accounted

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for. The whole of the land-tax payable in respect of the estate is 2l. 8s.; towards the discharge of which, whilst the rent was 20l. the sum of 16s. was deducted alike from the rector of Trusham, the poor of Ashton, and the vicar of Christow; but when the rent was raised to 30l. per annum, the rector of Trusham applied to the vicar of Christow to have the sum deducted from his annuity, on account of land-tax, reduced to 8s. to which application the latter assented. No alteration was at that time made with respect to the land tax paid by the poor of Ashton; but we have suggested to the trustees, the propriety of having the land tax more correctly apportioned.

The bread is delivered to the clerk of the parish, and is by him distributed after service, on Sundays, to poor persons of the parish, appointed by the trustees and the vicar. It has been usually given to five persons, who, when once appointed, enjoy the charity for life, provided they attend regularly at divine service; but in some instances, when upon the occurrence of a vacancy, two persons equally objects of charity have been found, they have been each allowed a loaf alternately; in this way, six persons were partaking of the charity at the time of our investigation, of whom four were resident in the almshouse. It does not appear, that any diminution takes place in the parochial allowance to these poor persons, in consequence of the benefits they derive from this charity. The almshouse, for which a small acknowledgment is paid to the lord of the manor, is repaired by the parish.

PARISH OF MAMHEAD.

MARTIN'S GIFT.

It was stated in a former Report in the account of the charities under the management of the Mercer's Company, that *Giles Martin*, by a codicil to his will, which bears date 22nd May, 1631, gave to that company 125l. with which he desired them to purchase land worth 5l. a year, and thereout to pay, or otherwise to pay, yearly, 5l. to the parson and churchwardens of the parish of Mamhead, to be by them employed for binding out poor apprentices, setting the poor on work, or relief of the poor of the said parish, as they should think fit; and it was further stated, that the churchwardens of this parish receive yearly from the said company, the annuity of 5l. and the further sum of 3l. 1s. 7d. being the amount of the annual dividends of 102l. 15s. 6d. old south sea annuities, which arose from arrears of the said annuity, invested in that fund by the company in 1768, the particulars of which investment are stated in the same report.

The wholesum of 8l. 1s. 7d. is regularly received either by the minister or churchwardens of this parish from the Mercers company; and it has been usual for the minister to expend a portion of it, amounting to about 4l. every winter, in the purchase of shoes, which are distributed amongst the children of such of the poor as do not receive constant relief; and to dispose of the residue, in rendering occasional assistance to poor and aged persons of the same description. There was, at the time of our inquiry, (October 1822) a sum of about 20s. in the hands of the minister undisposed of.

HUNDRED OF EAST BUDLEIGH.

PARISH OF ~~EAST BUDLEIGH~~ Clyst St. George.

SEAWARD'S GIFT.

By indentures of lease and release, bearing date 28th and 29th September, 1704, made by Dame *Hannah Seaward*, widow, of the one part, and Richard Lee, Nicholas Brooking and 10 others, of the other part, reciting, that Sir Edward Seaward, knight, deceased, late husband of the said Dame Hannah Seaward, in his life-time declared his intention that the sum of 300l. should be expended in the purchase of land, to be settled for the charitable uses thereinafter expressed, and died before such his intention was put in execution, the said Dame Hannah Seaward as well intending the accomplishment of such declared intent of her said husband as of her own free will, granted and confirmed to the said parties of the second part and their heirs, a messuage or tenement and several closes of land, called by the names of Bullhay, Long Park, Millhay, Great Mill, Furse Park, and Pope Meadow, in Wotton, in the parish of Woodbury, upon trust, that the clear yearly rents and profits of the said premises should be employed for the instruction of such and so many poor children of the parish of Clist St. George, as the major part of the trustees should think fit, in the principles of the Christian religion, who should be well taught to read the Bible; and for the bringing up poor boys in the arts of writing, arithmetic and navigation, according to the discretion of the said trustees; and for providing books needful for such poor children; and to the intent that each such poor child should at the time of his or her going from school be furnished with a new Bible: And it was thereby provided, that when the trustees should, by death or absence, be reduced to four, the survivors should convey the premises to others, so as to make up the num-

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ber of 12, of which the rector of the parish of Clist St. George should be one, upon the trusts before mentioned; and that the trustees, or as many of them as could, should meet yearly, on 24th August, unless it should happen on a Sunday, and then on the following day, at such place as should be by them appointed, and that at such meeting they should audit the accounts of the said trust-estate.

By indenture, bearing date 23d January, 1705, between the said Dame Hannah Seaward, of the one part, and Nicholas Brooking and others, the then surviving trustees under the above mentioned indentures of lease and release, of the other part, reciting the above abstracted deed; and also reciting, that Richard Hayman, by indenture bearing date 17th July then last, for the considerations therein mentioned, had demised to the said Dame Hannah Seaward three acres of land, called Applegoares, and two other acres of land, situate at Metcombe, part of the manor of Ottery St. Mary, for the term of 99 years, at the rent of a pepper corn; and further reciting, that the said Richard Hayman, by another indenture, bearing date 18th July then last, for the consideration therein mentioned, had granted to the said Dame Hannah Seaward the last mentioned premises for another term of 99 years, to commence immediately after the determination of the first mentioned term, under the yearly rent of a pepper corn; it was witnessed, that the said Dame Hannah Seaward, in accomplishment of the intention of her said husband, granted and assigned to the said parties of the second part, their executors, &c. the said premises, for the said two terms of 99 years, upon the same trusts as are above specified in the said indentures of lease and release, with similar provisoes for the appointment of new trustees and for the meetings of the trustees. The last trust deeds of all the above mentioned lands bear date in 1813, under which nine trustees are now living.

It appears from a survey of the charity estate, made in 1797, that the lands at Woodbury consist of eight fields, containing 16A. 2R. 30P.; and that the lands at Ottery St. Mary consist of four fields, containing 5A. 1R. 39P.

The above mentioned lands were respectively let by the trustees for terms of 14 years from Michaelmas 1807, the Woodbury estate at 30l. and the Ottery estate at 9l. 19s. 6d. per annum. Shortly before the expirations of those leases, an auction was held, when the former was let to James Pomeroy for 14 years from Michaelmas 1821, at the rent of 30l. and the latter to John Gibbons, for a similar term, at the rent of 15l. 10s. per annum. Pomeroy, however, refused to execute his lease, and gave notice of his intention to quit the premises at Michaelmas 1822, when his tenement was re-let by tender to John Burrows, at the reduced rent of 24l. which is stated to be its fair value. At the time of our inquiry Gibbons had not executed his lease, but was in possession of the fields demised to him.

The rents are received for the trustees by the schoolmaster appointed by them, and are accounted for by him; a salary of 30l. per annum is paid to him, besides the annuity of 3l. arising from Weare's gift, hereinafter mentioned. In respect of these emoluments, he teaches reading and writing to all the poor boys and girls of the parish; he also attends at a Sunday school.

A sum of 8l. 8s. is paid annually to a schoolmistress for instructing the girls in knitting and sewing. School books are also provided out of the funds of the charity, and a Bible is given to each child on leaving school. An annual meeting of the trustees is held on the 23d of April, (being a season of more leisure than the 24th of August), when the children are examined and the accounts are audited.

The balance (if any) in favour of the charity is left in the hands of the schoolmaster, and carried to the account of the ensuing year.

Weare's Gift.

The particulars of this donation, under which this parish is entitled to an annuity of 3l. issuing out of an estate in the parish of Clist Honiton, called Holbrook, and now the property of Lord Graves, for teaching four poor children, will be stated in a subsequent part of the present report, in the account of the charities of Clist Honiton. The annuity is paid by Lord Graves's tenant: we have already stated its application in the above account of Seaward's gift.

Gibbs's Gift.

George Gibbs, by will, bearing date the 18th day of July, 1721, after giving all his goods and chattels, in the parish of Clist St. George, to Francis Pease, minister of that parish, devised as follows:—"As for my lands in Clist St. Mary parish, being part of the manor of Ashmore, I give them all, with all manner of rights and privileges, together with all the appurtenances thereunto belonging, as fully and completely as they were when in my possession, to Francis Pease, and to his heirs, for ever, subject to the trust, as follows;—

"First, I give unto the labourers of Clist St. Mary, eight loaves of bread every Christmas-day, and Easter and Whitsunday; and the like number of loaves to be given them the first Sunday in May; and this donation to be continued yearly for ever, six penny loaves each.

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"And also, I give 16 loaves of bread to and among the poor of Clist St. George, at the same time as before mentioned, for the poor of Clist St. Mary, and this to be continued yearly for ever.

"I also give, out of the profits of the land aforesaid, every second year, six hats, among six poor boys, according to the prudence of my executor.

"Item, My will is, that four poor children be kept to reading school, and that they have each a Bible at going off; and if a lad shall happen to be sent to either university from this parish, I order 4l. per annum to be paid him for four years out of the aforesaid estate.

"Also, my will is, that all those who shall partake of this be the children of such as are in constant communion with the church of England; and this charity shall not take effect till after a full year after my decease.

"Item, I order 10s. for a charity sermon, to be preached the first Sunday in May, for ever."

And he thereby appointed the said Francis Pease the sole executor of his will.

We have not been able to ascertain the quantity of the land, situate in Clist St. Mary, being part of the manor of Ashmore, of which the testator died possessed; but we find, that Diederick Arnold Bielfield, esq. purchased, 13 years ago, about 12 acres and a half of land, called Pease's land, situate within that parish, and a parcel of the said manor.

It appears that Mr. Bielfield has, since his purchase, paid 2l. per annum as a charge upon this estate, which had been previously paid; 16s. thereof to the parish of Clist St. Mary, being the whole sum to which that parish is entitled under the will (the application of which will be stated in the account of the charities of that parish); and 1l. 4s. the residue thereof, to a baker, for providing 12 sixpenny loaves, quarterly, which have been distributed, on the Sunday after quarter day, among 12 poor persons, of the parish of Clist St. George, selected by the minister and churchwardens. On reference to the will, it will be observed, that the testator directed 16 penny loaves to be distributed, at four different periods in the year, to the poor of this parish; but we have not been able to learn that the distribution of [redacted] was ever otherwise than at present, or [redacted] any thing has ever been paid or given away in respect of any of the other charitable donations mentioned in the subsequent parts of the testator's will.

We are informed by Mr. Bielfield that the above mentioned land is let by him, together with other land, his property, amounting in the whole to 18 acres, at a clear annual rent of 30l.; that he paid a full consideration for the land purchased by him, as being subject only to an annuity of 2l. in respect of this gift, and that he was advised that he would not be liable to any further charge.

Mr. Bielfield conceives that other premises, besides those purchased by him, must have been included in the donor's devise of "his lands in Clist Saint Mary, being part of the manor of Ashmore;" but of this he has produced no evidence, and even if this fact were clearly proved, we apprehend that his property, which certainly formed a part of those lands, would, in the first instance, be liable to the whole of the charitable payments to which they were subject, although he might be entitled to a contribution from the owners of the residue of the lands; unless, however, some evidence can be procured, which we have not been able to find, of payments made in respect of the additional charges under the will, beyond the amount of the bread now distributed, it may be doubtful whether they can at this time be enforced.

PIDGLEY'S GIFT.

Richard Pidgley, by his will, bearing date 17th July, 1799, gave to the rector and churchwardens of the parish of Clist Saint George, and their successors, for ever, 5l. per annum, to be laid out in three-penny loaves of bread, and equally distributed to decent poor persons not chargeable to the said parish, and who should constantly attend the church every Sunday, immediately after morning service, at the discretion of the minister and churchwardens; and he gave to the treasurer, for the time being, of the governors of the Devon and Exeter hospital, the sum of 1,000l. stock in the four per cents, upon trust, (amongst other things) to pay out of the interest thereof, the said annuity to the said rector and churchwardens, and 5s. each to the clerk and sexton of the said parish, for cleaning and preserving from injury his monument, which was to be erected in the church of the said parish; and he appointed the said rector and churchwardens, and their survivors, for ever, to be his guardians or inspectors to see his will fulfilled.

The annual sum of 5l. 10s. is paid to the rector of this parish, by the governors of the Devon and Exeter hospital, of which the clerk and sexton receive each 5s. The residue is not distributed in three-penny loaves weekly according to the directions of the testator, but 14 sixpenny loaves are given away monthly on Sundays, after evening service, to as many poor persons in the parish who are not in the receipt of constant relief. The names of these persons are entered in a list, which is examined by the minister and churchwardens about Easter, when, if any of the persons upon it are found negligent in their attendance at the

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church service, or chargeable to the parish, their names are erased from the list, and their places are supplied by others on the appointment of the minister and churchwardens; as this monthly distribution does not exhaust the whole of the fund, the surplus is bestowed in bread during the winter season on other necessitous persons of the parish.

PARISH OF CLIST HONITON.

WEARE'S GIFT.

Thomas Weare, by his will, bearing date 28th April, 1691, and proved in the court of the Bishop of Exeter, gave to six such poor children of the parish of Clist Honiton, for ever, as should be from time to time nominated by the churchwardens and minister of the said parish for the time being, 15s. a piece per annum, to pay for their schooling and to buy books, to be paid them by quarterly payments, and so to continue until the said children should attain the age of nine years, and no longer, and then others to be appointed in their place. And he thereby bound his messuage, lands and tenements in the said parish of Clist Honiton, called Kenerleigh, or Holbrook, with the payment of the said legacy to the said children, for ever. He likewise gave to five such poor children of the parish of Sowton, to four such poor children of the parish of Farringdon, to four such poor children of the parish of St. Mary's Clist, to four such poor children of the parish of St. George's Clist, to six such poor children of the parish of Woodbury, and to six such poor children of the parish of Broadclist, all in the county of Devon, as the churchwardens and ministers, for the time being, of the said several parishes, should from time to time nominate, the like sum of 15s. a piece per annum, until their several attainments of the age of nine years, as was before expressed in his bequest to Clist Honiton. And he thereby bound his said lands in Clist Honiton, (which he thereby gave to Isaac Weare, and his heirs, subject to the said charges,) with the payment of the said legacies to the children of the said several parishes. He also gave all his leases and chattel estates whatsoever and wheresoever to the said Isaac Weare, his executors and assigns, during his terms and interests therein, upon condition that he, his executors and assigns, should during the continuance of such leases and estates, pay yearly from the day of his death, by quarterly payments, to such poor people as the churchwardens and minister for the time being, of the several parishes thereafter mentioned, should appoint, such sums as were thereafter expressed; that is to say, to the poor of the said parish of Clist Honiton, the yearly sum 4l.; to the poor of the said parish of Broadclist, the yearly sum of 5l.; to the poor of the said parish of St. Mary Clist, the yearly sum of 40s.; and to the poor of the said parish of Woodbury, the yearly sum of 4l.; to be bestowed upon such poor people as were not chargeable to the said several parishes.

By a codicil to his will, dated 4th *May*, 1691, the said testator directed that the minister and churchwardens of every of the said parishes, should give or tender to the said Isaac Weare, his heirs and assigns, a true and particular account of each sum by them received at the end of every half year, and in case of their refusal, or in case the said several sums of money should not be rightly and duly employed, according to the intent and meaning of his will, that the said Isaac Weare, his heirs and assigns, should not be compellable to pay any further sum, until the former sums of money so by them received, should be employed as in his will was mentioned and intended, and an account thereof given as aforesaid, but should detain the same in his or their hands for the uses in his will mentioned.

Lord Graves is the proprietor of the lands called Holbrook, which are charged with the various payments above-mentioned for teaching poor children. His Lordship's tenant pays the sum of 4l. 10s. yearly, to a schoolmaster of the parish of Clist Honiton, who was appointed at a vestry meeting, and who in respect of this sum, aided by an annual subscription raised in the parish, usually amounting to about 10l. educates on the Madras system all the poor children of the parish, whose parents apply for their admission into the school. These children seldom continue in the school after they have attained the age of nine years, as they are then usually bound out apprentices by the parish.

The application of the payments for teaching poor children in the other parishes mentioned by this donor, are noticed in the accounts of the charities of those parishes in the present Report.

It does not appear what chattel interests the testator died possessed of; but they have probably long since determined; and we find no traces of any sums having been paid in respect of them to the poor of this parish, or of the parishes of Broadclist, St. Mary's Clist, or Woodbury.

PARISH OF CLIST ST. MARY.

TANTEZEN'S GIFT.

By indenture of feoffment, bearing date 3d May, 1792, between Thomas Wright, of the one part; and Edward Cotsford, esquire, the said Thomas Wright, and two others, of the other part; reciting, that *William Tan-*

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fezen, long since deceased, by will, (the date of which is not mentioned,) gave to trustees certain lands, situate in the parish of Clist St. Mary, thereinafter particularly described, towards the repairs of the church of the parish of Clist St. Mary, for ever; and that the said lands had been from time to time conveyed to trustees, upon the trusts in the said will mentioned; and that, by the last conveyance, the said lands had been conveyed to the said Thomas Wright and others, of whom the said Thomas Wright was the survivor: and further reciting, that all the said trust deeds had been lost or mislaid; and that to the end that the trusts, mentioned in the said will, might be carried into execution, the said Thomas Wright had agreed to grant the said trust estate to the use of the said parties of the second part, and their heirs, upon the trusts declared concerning the same, by the said will of the said William Tantesen, the said Thomas Wright, in pursuance of the said agreement, and for carrying the same into execution, and in consideration of 5s. granted and enfeoffed to the parties of the second part, and their heirs, a messuage or dwelling house, with the garden, and the several fields, or parcels of land, called the Church Lands, situate in the said parish, all which said premises contained by estimation four acres or thereabouts, upon trust, that they should from time to time apply the rents, issues and profits of the said premises, towards the repairing, and keeping in good and sufficient repair the said church of the said parish, according to the directions of the said will.

The trust property consists of a cottage, garden, and three fields, containing in the whole about four acres, which are held by Daniel Bampfylde, as yearly tenant, at a good rent of 8l. in pursuance of a letting which took place at a vestry meeting. The buildings having been repaired in 1819, at an expense of about 14l. are now in good condition. The fields contain a few pollard trees, but no timber.

Two of the persons who were appointed feoffees by the deed of 1792, are still living; but they leave the management of the charity to the churchwarden for the time being, who receives the rent, and expends it in the repairs of the church.

WEARE'S GIFT.

The particulars of this donation, under which this parish is entitled to an annuity of 3l. issuing out of an estate in the parish of Clist Honiton, called Holbrook, now the property of Lord Graves, for teaching four poor children, are stated in the present Report, in the account of the charities of Clist Honiton.

The said annuity is paid by the tenant of Holbrook to the rector of this parish, and is appropriated to the payment of 52s. per annum to a schoolmistress, for instructing six poor children of the parish, and to the purchase of books to the amount of 8s. for their use. The children are nominated by the rector.

CEELY'S GIFT.

It appears from an inscription on a tablet in the church of this parish, that *John Ceely*, canon of St. Peter's, and rector of Clist St. Mary, gave to such day labourers of this parish, as had no relief, 5s. per annum, payable out of Smear meadow.

A piece of land, containing about half an acre, now united with the glebe land, but marked by boundary stones, has always been considered chargeable with this annuity. It is in the occupation of the Rev. Thomas Strong, the rector of the parish, under a yearly rent of 10s. which is paid to the churchwardens, and applied in aid of the church rate. Mr. Strong informs us, that although he has not given away 5s. yearly specifically in respect of this donation, he distributes a larger sum at Christmas, annually, in gifts of 1s. each to the deserving labourers of the parish.

No other document is found in the parish relating to this land.

GIBBS'S GIFT.

It will be seen, on reference to the statement of the charities of the parish of Clist St. George, in a previous part of this Report, that the poor labourers of Clist St. Mary are, under the will of *George Gibbs*, entitled to a distribution of eight sixpenny loaves, on every Christmas-day, Easter-day, Whitsunday, and the first Sunday in May.

These loaves are furnished, on the Sunday after every quarter day, by the tenant of Diederick Arnold Bielfield, esquire, the owner of the premises, mentioned in our account above referred to, and are distributed after divine service, by the rector and churchwardens, amongst either poor labourers of the parish, according to a list, the vacancies in which, as they occur by death, are supplied by the rector.

PARISH OF FARRINGDON.

WEARE'S GIFT.

An abstract of the will of *John Weare*, dated in 1691. under which this parish is entitled to 3l. per annum for the schooling of four poor children, and to buy them books, has been already given in the present report, in the account of the same donor's gift to the parish of Clist Honiton.

This annual sum is now paid by Lord Graves, as the owner of the property charged therewith, to a man of the parish of Far-

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ringdon, who has for a great many years filled the offices of parish clerk and schoolmaster, and who, at the time of our investigation (December, 1822) continued to teach four poor children of the parish, although, from age and infirmities, he had become incompetent to perform his duties satisfactorily. It was not, however, expected that he would live long, and upon his death it was proposed that a new master should be appointed, by the rector of the parish, (as has been done on former vacancies), to instruct the poor children in respect of the advantages derived from this gift, and that of Walter Wotton, hereinafter mentioned.

Wotton's Gift.

By indenture of feoffment, bearing date 2d May, 1709, between John Cholwich, of Farringdon, esquire, of the first part; George Trosse, of Exeter, minister, of the second part; the rector of the parish of Farringdon for the time being, Samuel Tanner, esq. and others, of the third part; reciting, that *Walter Wotton*, of Blackauton, had, by his will, bequeathed to the said John Cholwich, and George Trosse, and two others, then deceased, the residue of his personal estate, to be by them disposed of to such charitable uses as the major part of them should think fit; and that after payment of the debts, legacies and funeral charges of the testator, there remained the sum of 95l. to be disposed of as aforesaid; and that the said John Cholwich and George Trosse were minded to dispose of the said sum in a convenient purchase of land, to be settled for the use of such man or woman as the major part of the said feoffees should think fit, to teach so many of the children of such poor inhabitants in the said parish as did not pay to church and poor, as the feoffees should appoint, to learn the church catechism, the Lord's prayer, and ten commandments, without book, and to read the English bible, and for the other purposes thereinafter mentioned; and that a dwelling house, in the parish of Farringdon, then in the occupation of two tenants of the said John Cholwich, was thought very convenient for the dwelling of such man or woman as aforesaid; the said John Cholwich, in consideration of the said charitable use, and for the sum of 55l. part of the said 95l. to him paid, with the consent of the said George Trosse, granted and enfeoffed to the said rector of Farringdon for the time being, and the said Samuel Tanner, and others, and their heirs, the said messuage or tenement, except a stable, at the north end thereof, upon trust, that such part of the said messuage, as the parties thereto should think proper, should be to the use and purpose that such man or woman should inhabit therein, who was thereby enjoined to instruct such poor children as aforesaid, in manner aforesaid, such man or woman to be chosen and removed by the said parties thereto, and the survivors of them, and upon trust; that the said messuage should be kept in good repair, out of the yearly rent that should be made out of the residue of the said premises, over and above that part of the messuage wherein the said man or woman should be directed to inhabit; and that the said parties thereto should meet yearly, on 23th June, or within eight days after, at the said messuage, to make up the account of the sums arising from any part of the said messuage, and of the sums expended in repairs, and that the overplus beyond repairs should be disposed of for the purchasing of four English Bibles, to be distributed, yearly, by the feoffees to such four of the said poor scholars as to them should seem meet; and that if any overplus should then remain, it should be given to such man or woman for their better encouragement and livelihood, with a proviso for appointing new trustees when their number should be reduced to three.

It does not appear that this trust has ever been renewed.

The premises conveyed by the above mentioned deed now consist of a house, containing two under and two upper rooms, with a small garden, the whole of which are in the occupation of the schoolmaster, mentioned in the account of Weare's gift, no part of them being let as directed by the deed, but one of the lower rooms is occasionally used for the meetings of the vestry of the parish. J. B. Cholwich, esquire, of Farringdon house, informs us, that he has understood that the house originally conveyed, having been burnt many years since, the parishioners agreed to rebuild it, in consideration of having the use of a room for this purpose. Mr. Cholwich further states, that on his coming of age in 1777, he received from his grandfather's executor, 56l. as belonging to the school, which he supposes to have arisen from the sum of 40l. of Wotton's gift, remaining after the purchase of the house, with an accumulation of interest theron; that he has regularly accounted for the interest of this sum of 56l. at first at four per cent, but for the last 20 years or more at five per cent; and that after paying for the repairs of the school house, and for books for the children there remained in his hands to Midsummer, 1822, a balance of 19l. 2s. 6d. in addition to the principal sum. No security has ever been given for the money thus remaining in Mr. Cholwich's hands.

Previously to the schoolmaster's becoming infirm, we are informed that he used to instruct many of the poor children of the parish. Whenever a new appointment

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of a master takes place, it will be proper that his duties in respect of this gift and Weare's gift should be fully defined and performed.

HORNBROOKE'S GIFT.

It is stated in the returns made to Parliament in 1786, that *John Hornbrooke*, in 1726, gave, by will, to the poor of this parish, 20l. producing 1l. per annum.

This sum also came into Mr. Cholwich's hands, in the same manner as the money before mentioned under Wotton's gift, without any security being given for it; and he distributes the interest thereof annually, at Christmas, amongst eight of the oldest and poorest inhabitants of the parish.

PARISH OF LYMPSTONE.

METHERELL'S GIFT.

Henry Metherell, by his will, bearing date 26th September, 1727, gave to William Bidgood, and the heirs of his body, a messuage, garden, orchard, and two fields thereto adjoining, situate near Lympstone green, then lately inclosed and two other tenements or dwelling-houses adjoining or contiguous to the last mentioned dwelling-house, and two other tenements or dwelling-houses situate at Lympstone Strand, chargeable with an annuity of 4l. to be paid out of the said premises to John Rennell and his heirs, for ever, for the teaching as many poor children of the said parish of Lympstone as the money would reach unto, until they should be able to read the Holy Bible, with remainder to Edward Bidgood and his heirs, on failure of issue of the said John Bidgood, chargeable with the said annuity.

The premises charged with the above mentioned annuity, are now the property of Mr. John Bass, who pays it to two schoolmistresses, in the proportion of 2l. 2s. to the one, and 1l. 18s. to the other, for teaching four children of the parish of Lympstone to read, the former having under her tuition seven, and the latter six children, appointed by Mr. Bass.

EGERTON'S GIFT.

John Egerton, by his will, bearing date 29th April, 1730, the sole executor, after reciting that his late father had, at the time of his death, ordered him, at his discretion, to settle the sum of 10l. for such charitable uses as he should think fit, for the benefit of some poor persons within the parish of Lympstone, directed, that in case he should not settle his father's said gift during his life time, his executor, Egerton Filmore, should, in lieu of the said 10l. lay out the sum of 20l. in the purchase of lands of inheritance or annuity, and settle the same to two or more trustees, and their heirs, upon trust, to apply the rents and produce thereof, half yearly, for ever, in the bringing up, teaching and instructing of four poor children, legal inhabitants within the said parish of Lympstone, to read English, and in buying them books for that purpose; and until such purchase should be made, be directed, that his executor and residuary legatee should, after the expiration of one year next after his death, pay lawful interest for the said sum of 20l. and employ such interest to the same purposes, and in such manner as the rents, issues and produce of the premises before ordered to be purchased, were before directed to be employed.

The above mentioned sum of 20l. was not laid out in the purchase of land or annuity, but is now in the hands of Miss Filmore, a relation of the donor's executor, who pays annually, at Christmas, to a schoolmistress of Lympstone, 20s. for instructing four poor boys and girls of that parish, appointed by her, the former being taught to read, and the latter to read, knit, and sew.

WELCH'S GIFT.

Wakelin Welch, esquire, who died April 23d, 1818, by his will, gave to the parish of Lympstone, 300l. three per cent consols, the dividends of 100l. thereof to be annually applied to the instruction of poor children, either by Sunday schools or otherwise; and the dividends of the other 200l. to be expended, at Christmas, in the purchase of blankets, to be distributed by the parish officers, as loans to poor cottagers.

Thirty pounds of the above mentioned stock having been deducted for the legacy duty, the residue, being 270l. was, shortly after the death of the testator, transferred into the names of two trustees, one of whom having since died, the survivor was, at the time of our inquiry, about to make another transfer of it into the names of the Rev. John Bartholomew and other trustees. The dividends amount to 8l. 2s. subject to a deduction of 2s. for banker's commission. The sum of 2l. 13s. 4d. being one-third of the clear dividend, is paid to the treasurer of a Sunday school in the parish, which is chiefly supported by voluntary contribution. The remaining two-thirds are applied to the purchasing of blankets, which are distributed yearly, at Christmas, by the rector and parish officers, amongst the most indigent poor of the parish. A list is kept of these persons; and they are informed at the time of the distribution, that the blankets are to be considered as loans, and liable to be reclaimed at the discretion of the parish officers. The number distributed at Christmas, 1819, was 13; 1820, 10; 1821, 11; 1822, 12; and there was at the last-mentioned period, a balance of 7s. 2d. due to the charity.

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PARISH OF ROCKBEAR.

STILE'S GIFT.

By articles of agreement, bearing date 10th January, 1607, made between Peter Brice, clerk, and eight others, of the parish of Rockbear, reciting, that *James Stile*, of the said parish, deceased, in his life-time, gave to the parishioners of Rockbear, 20l. to be continued in the said parish, and the profit thereof to be employed towards the relief of the poor of the same parish; and desired, that that sum should be committed to the well ordering of the said Peter Brice and others; and that if any of them should decease or depart out of the said parish, the residue should choose others in their stead, the vicar for the time being always to be one; the said Peter Brice and others covenanted with each other, that they would do their utmost endeavour to lend out the said sum on sufficient security for the good and advantage of the poor of the said parish; and that when any of them should decease, or depart out of the said parish, the residue should choose others, the vicar for the time being to be always one; and that the vicar, or some one by his appointment, should yearly, at the Purification of the Virgin Mary, immediately after morning prayer, declare to the parishioners in the parish-church the said gift, and the profit arising therefrom, and how and to what poor the said profit had been distributed.

By articles of agreement, bearing date 28th May, 1803, made between Peregrine Ilbert, clerk, vicar of Rockbear, Thomas Porter, esquire, John Payne, Nicholas Reynolds, and five others, principal inhabitants of the said parish, reciting the above mentioned articles, and that all the trustees therein mentioned had been long dead, and that it did not appear that any others had been chosen in their stead, and that the trust had been suffered to fall into decay, and the money had been suffered to remain in the hands of various of the parishioners; and that at a meeting held of the vicar and parishioners of the said parish, it had been resolved, that new trustees for the purpose of the said charity should be chosen; upon which the said Thomas Porter and others were nominated with the said Peregrine Ilbert, the then vicar, as trustees for the said charity; and that it had also been then determined, that all persons having any of the trust money in their hands, should be called upon to pay the same to the said trustees, with interest; and that upon a computation then made, it had been found, that the said trust monies, and interest in arrear, would amount to nearly the sum of 58l. 16s which it had been agreed should be invested in three per cent. annuities; and that as the said trust monies, when received, would be sufficient, or nearly so, to purchase 100l. stock, it had been agreed, that if any money in addition to the said trust money should be wanting to perfect such purchase, it should be taken out of the parish stock raised for the use of the poor; the said Peregrine Ilbert and the other trustees covenanted with each other, that they would do their utmost endeavour to call in the said trust monies, with the interest in arrear, and that they would invest the same with such money as should be taken from the said parish stock, in the purchase of 100l. three per cent. stock, on the same trusts as were declared by the before mentioned articles respecting the said sum of 20l. and that they would distribute the dividends of the said stock on or about the feast of the Purification in every year, towards the relief of the poor people of the said parish, at a meeting, of which a week's notice should be given in the church; and that the account of the said trust monies, and the application of the profits thereof, should be publicly made known to the said parishioners by the vicar for the time being, or by some person deputed by him, in the manner before stated; and that when the number of trustees should be reduced to five, the survivors should nominate others, of the most proper and discreet of the parishioners of the said parish, the vicar for the time being always to be one.

The stock purchased with the trust money specified in the last mentioned articles, consists of 97l. 7s. 3d. three per cent. consols, now standing in the names of the Rev. John Elliott and three others. The dividends, amounting, after deducting commission, to 2l. 16s. 4d. per annum, have been distributed, together with 20s. per annum arising from Colesworthy's gift, hereinafter mentioned, not annually, nor at any stated periods, but once in a few years, at a parish meeting, after notice given amongst the poor of the parish, whether receiving relief or not.

At the time of our investigation (February, 1823), the dividends due since January, 1818 had not been distributed, but they had been received from that time to January, 1819, by Mr. John Payne, one of the trustees, who had paid thereout for a power of attorney 1l. 5s. 2d. and they had also been received from January, 1819, to July, 1820, by Mr. Nicholas Reynolds, another of the trustees; and it was proposed to distribute the whole of the dividends due to January, 1823, together with the arrears of Colesworthy's annuity of 20s. on the second Sunday in March then next, being the time appointed for the distribution of the latter. It was also agreed, that new trustees of Stile's gift should be appointed, to make up the number of nine, and that in future the distributions of both these donations should be annual.

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COLESWORTHY'S GIFT.

Lawrence Colesworthy, by his will, bearing date 17th November, 1702, gave to the poor of the parish of Rockbear the yearly sum of 5l. for ever, to be issuing out of his messuages and lands called Allercombe, in the said parish of Rockbear, and to be paid to the minister, churchwardens and overseers of the poor of the said parish, by quarterly payments, to be by them distributed as follows: 20s. yearly among 20 poor labouring men of the said parish, on the second Sunday in March, and 4l. residue thereof, to be employed yearly in paying for teaching of poor children of the said parish the English tongue, and one of them always to learn to write; the major part of such children to be of that part of the parish called the East end.

The estate called Allercombe, which consists of a house and about 50 acres of land, is now the property of Mr. Nicholas Reynolds, who has not hitherto paid the whole of the above mentioned annuity to the minister, churchwardens and overseers, to be applied according to the donor's directions, but has from time to time paid sums in respect of the 20s. a year to be distributed to poor labourers.

Previously to the year 1818, he also paid 36s. a year to a schoolmistress at the East end, and 30s. a year to a schoolmistress at the West end of the parish, for teaching poor children, the residue of the annual sum of 4l. appropriated by the donor to the last mentioned purpose, having been deducted by Mr. Reynolds (as he informs us he was advised that he was entitled to do) for a proportion of the taxes and rates payable out of the land. We apprehend that he is only entitled to a deduction in respect of the land tax, which, according to the proportion which the annuity of 5l. is stated to bear to the present yearly value of the estate charged, ought to be about 6s. per annum. At the same time, it is proper to state, that no additional deduction from the annuity was made in respect of the property tax, during its continuance. Since 1818, no specified sum has been paid by Mr. Reynolds to the schoolmistresses; but they have delivered to him their bills for the number of children actually taught, which he has paid.

The accounts of this expenditure have not been very accurately kept by Mr. Reynolds; but it appeared to us, from an examination of the papers produced, that both the school and the poor's account might fairly be considered to be balanced to Christmas 1818, and that from that time to Christmas 1822, he had overpaid on the former account (after allowing a deduction of 6s. per annum in respect of the land tax due on the entire annuity of 5l.) the sum of 8s. 6d. and that there would be due from him, on the second Sunday in March, 1823, 5l. for five years payment to the poor. Mr. Reynolds informed us, that he would pay the last mentioned sum, to be distributed at that time, with the interest of Stile's gift, before mentioned, and that he would for the future pay the annuity of 5l. (subject only to a deduction of 6s. for land tax) to the minister, churchwardens and overseers, to be applied in the manner pointed out by Mr. Colesworthy's will. At the time of our investigation, six children were instructed by the mistress at the East end, and four children by the mistress at the West end, in reading, but none of them were taught writing. It is the duty of the minister, churchwardens and overseers, in future, to take care that the donor's directions are strictly fulfilled, and to attend to the nomination of the children to be sent to school in respect of this gift, which appears to have been hitherto neglected.

WILD'S GIFT

A tablet of modern date, in the church of Rockbear, states an annual sum of 1l. 5s. to be paid out of an estate called Woodhouse, belonging to Charles Bidgood, esquire; 10s. thereof to the minister for a sermon, and 15s. to the poor in bread, both on Easter eve, given by the will of *Radford Wild*, of this parish, gentleman.

The tenant of the estate called Woodhouse (now the property of Henry Sloane Bidgood, esquire) pays annually 10s. to the minister of the parish, for a sermon preached on Easter eve, and provides 15s. worth of bread, which is distributed on the same day, by the minister and churchwardens, amongst all the poor of the parish who then attend the church, in loaves proportioned to the numbers of their families.

BIDGOOD'S GIFT.

The same tablet states an annual sum of 12s. to be paid by Charles Bidgood, esquire, out of Farm estate, for 12 penny loaves given to 12 poor people the first Sunday in every month.

In the returns made to Parliament in 1786, the donor of this annuity is stated to be the Rev. *Charles Bidgood*; but no date is assigned to the gift. In respect of it, twelve penny loaves are distributed to as many poor people of this parish at Rockbear court, the seat of H. S. Bidgood, esquire, on the first Sunday in every month, after evening service.

PARISH OF WOODBURY.

HEYDON'S GIFT.

It is stated in a former Report, in the account of the charities of the Mercers com-

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pany, that *John Heydon*, by his will, in 1579, gave 3l. 6s. 8d. per annum, part of the interest of a sum of 300l. given by him to that company, to three poor people inhabiting in the parish of Woodbury, on every Sunday in the year, to each of them 5d. viz. 4d. in money, and 1d. in bread, and so to go round to the poor of the said parish, and 20d. being the rest of the said 3l. 6s. 8d. to be distributed at the discretion of the churchwarden, as the gift of him the said John Heydon.

In consequence of the embarrassed state of the affairs of the Mercers company, this charitable payment, with others, was suspended for several years previous to 1763, and in respect of the arrears thus incurred, a sum of 60l. 6s. 8d. was, in 1768, invested by the company in the purchase of 67l. 11s. 10d. old South Sea annuities, the annual dividends of which, amounting to 2l. 0s 6d. are, together with the above mentioned sum of 3l. 6s. 8d. paid by the company to the churchwardens of this parish, who make a distribution of them at the vestry, on four successive Sundays, about Lady-day, after evening service, giving once in the year to each poor person of the parish, 6d. in money, and 1d. in bread. There usually remains a surplus of about 7s. or 8s. which is given in bread amongst those who have the largest families. A book is kept, in which the names of the persons receiving a portion of the charity are entered.

Till within the last few years, this distribution was made in more strict conformity to the donor's directions, every week.

The same John Heydon, as we have stated in the account of the charities under the management of the Chamber of Exeter, gave 1l. 13s. 4d. per annum (being part of the interest of 200l. given by him to that body) to the poor of Woodbury.

This annual sum is received from the Chamber by the churchwardens of this parish, shortly after Christmas, and is laid out by them in the purchase of linen cloth, for shirts, which is given to poor labourers of the parish, in portions of about 3½ yards to each, as far as the same will extend, and the names of the persons receiving the cloth are entered at the end of the churchwardens account for the year. Cloth sufficient for nine shirts was thus given at the last distribution.

Annuity of £6.

By indenture, bearing date 16th July, 1656, between Richard Martin, of Lindridge, esquire, of the one part; and Henry Ford, esquire, and eight others, of Woodbury, of the other part; the said Richard Martin, in consideration of 130l. granted and enfeoffed to the parties of the second part, and their heirs, all the messuages, lands and tenements, called the Old Walls, and another messuage and tenement, and two closes of land, whereof one was called the Broken Bridge, and the other Long Garden, in the parish of West Teignmouth, and a messuage and tenement, in the parish of Saint Mary the More, in the city of Exon, upon trust, that whereas the said Richard Martin, in consideration of the said sum of 130l. had, for himself and his heirs, agreed to pay to the said Henry Ford, and others, and their heirs, an annuity of 6l. to be paid half-yearly, the same being to be employed in charitable uses, within the said parish of Woodbury, in such manner as should be by the said feoffees, and other inhabitants of the said parish, thought fit and agreed upon; the said Henry Ford, and the other parties of the second part, should permit the said Richard Martin, and his heirs, to hold and enjoy the before granted premises, and to receive the rent and profits thereof, till default should be made of payment of the said annuity of 6l.

It is stated in the Returns made to Parliament in 1786, that this annuity was purchased with several gifts, collections, and parish monies, amounting to 130l. The last appointment of new trustees was in 1797, when the above mentioned premises charged with the annuity were conveyed, by deeds of lease and release, bearing date 16th and 17th June in that year, to seven persons, of whom Messrs. Jacob Batter, Thomas Heathfield, and John Wheaton, are now living.

We are informed, that many years ago inquiries were made by an attorney, employed by the parishioners of Woodbury, for the purpose of ascertaining the property at West Teignmouth on which this annuity was in part charged, but that no satisfactory information could be obtained. The full sum of 6l. per annum appears to have been paid out of a house in the Butcher-row, in the parish of Saint Mary the More, Exeter, now the property of Mrs. Thomas Dale, till 1774, since which time the payment has been reduced to 5l. 5s.; but we have not been able to obtain any accurate information as to the cause of this reduction. This sum is received by Mr. Butter, one of the trustees, who resides in the parish of Woodbury, and is distributed by him, with the annuity of 5l. arising from the following gifts of Whetcomb and others.

Gifts of Whetcomb and others.

By indenture, bearing date 5th of July, 1695, between Jonathan Collier, of the one part, and Edward Holwell, esquire, and seven others, of the other part, reciting, that *Benjamin Whetcomb*, by will, bearing date 19th April, 1687, gave 100l. to be laid out in a purchase of land, in fee, the rents and profits arising thereout to be divided into two

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parts, whereof he gave one part to the poor of the village of Ebford, in the parish of Woodbury, and the other part to the poor of the same parish, to be distributed weekly or quarterly, as the minister, churchwardens and overseers of the poor of the said parish should think fit; the said Jonathan Collier, in consideration of 134l. paid by the said parties of the second part, granted to them and their heirs, a yearly-rent charge of 5l. to be issuing out of a messuage and tenement, called Hawkerland, situate in the manor of Winckley, in the parish of Colaton Rawleigh (one meadow parcel of the said tenement, called Tippett's meadow, only excepted), to the intent that they should weekly or quarterly, as the minister, churchwardens and overseers of the poor of the said parish, should think fit, divide the said annuity into two parts, and distribute one part thereof amongst the poor of the village of Ebford aforesaid, and the other part amongst the poor of the said parish of Woodbury.

An entry, in an old account book, of this charity, bearing date in 1696, states, that 24l. a legacy given to the poor of this parish by *Mr. Wilcocks*, and 10l. a legacy given by *Mrs. Upham*, were added to the sum of 100l. given by Benjamin Whetcomb, and that these sums, amounting in the whole to 134l. were laid out in the purchase of the above mentioned annuity.

We have not found any appointment of new trustees of this annuity of a later date than 1746. It seems proper, therefore, that new trustees should be appointed both for this and the preceding annuity.

The annual sum of 5l. is received from Mr. Aaron Ware, the present owner of the estate called Hawkerland, by Mr. Jacob Butter, one of the trustees of the preceding annuity, and the sum of 1l. 17s. 6d. being the proportion of this annuity to which the poor of the village of Ebford, in this parish, are considered to be entitled, in respect of one moiety of Whetcombe's gift, is given amongst the poor persons of that village, not receiving constant parochial relief; the residue of this annuity is distributed, together with the sum of 5l. 5s. received in respect of the preceding annuity, amongst all the poor persons of the parish of a similar description.

The poor in the village of Ebford are few in number, and they usually receive from 6s. 6d. to 3s. 6d. each, and those of the rest of the parish receive from 4s. to 1s. each.

The names of the poor persons receiving portions of these donations are entered in a book.

BARONS'S GIFT.

George Barons, by his will, bearing date 8th November, 1794, directed that his executor, Robert Northcote, should purchase one hundred pounds worth of clothing, linen and woollen, according to his discretion, for such poor people of the parish of Woodbury as should not receive alms, or have any allowance from that parish; and he also directed, that his said executor, and his heirs and executors in succession in the family, should give annually, for 50 years, to 20 poor men, and as many women, according to his and their option, a shirt and shift, chargeable on his estate, called Owlshays, in the parish of Colaton Raleigh.

Clothing, to the value of 100l. was distributed to the poor of Woodbury, shortly after Mr. Barons's death, by his executor; shirts and shifts were also annually given by the executor, and, afterwards, by his son George Barons Northcote, amongst the poor of this parish; but of late this distribution has not been regularly made, and the last took place about three years ago.

This being a donation charged, by will, on land, is void, under the mortmain act (9 George II,) and cannot be enforced.

WEARE'S GIFT.

The particulars of this donation, under which the parish of Woodbury is entitled to an annuity of 4l. 10s. issuing out of an estate in the parish of Clist Honiton, called Holbrook, now the property of Lord Graves, for teaching six poor children, have been already stated in the present Report, in the account of the charities of Clist Honiton.

This annuity is received from the tenant of the estate, by the Rev. John Edsall, minister of Woodbury, who pays 3l. 18s. per annum to different schoolmasters and schoolmistresses, in various parts of the parish, for teaching 12 poor children, appointed by him, to read. The residue remains in their hands, as a fund, for providing Bibles, which are not given to all these children, many of them leaving the schools at a very early age, but they are usually given to such of them as are bound apprentices. Mr. Edsall informed us, that about four years ago he made a purchase of Bibles from the funds of this charity, part of which remained undistributed in his hands at the time of our investigation (February 1823), and that he had then a balance of 7l. 0s. 5d. subject to the payments for schooling for the current year.

BROADMEAD'S GIFT.

By indentures of lease and release, bearing date 26th and 27th June, 1743, between John Lee, of the one part, and John Vowler, of the other part; reciting, that *Esaias Broadmead*, by his will, bearing date in 1728, gave to the said John Vowler, and to John Carwithen, 120l. upon trust, to pur-

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chase an annuity of 5l. and directed, that until such purchase could be met with, the said John Vowler and John Carwithen might improve the said 120l. by lending it at interest; and that they should, within 40 days after such purchase, convey the said annuity to Thomas Lee, and seven other persons, of Woodbury, therein mentioned, and their heirs, upon trust, yearly, to employ the same for instructing the poor children of such day labourers, or other inhabitants and parishioners of the parish of Woodbury, as should be least able to pay for the instruction of their children, not having pay of the said parish, to read English, until such children should be able to read the Bible, and upon trust to purchase books for such children proper for that purpose, the children so to be taught, to be nominated by the said trustees, and by the minister, vicar or curate of the said parish, and the churchwardens and overseers of the same, or the major part of them, with a proviso, that when the trustees should be reduced to two, a new grant should be made by them of the said annuity to eight other sufficient inhabitants of Woodbury; and reciting, that the said testator directed, that if such annuity could not be purchased within seven years next after his death, the said 120l. and the produce thereof to be made in the mean time, should be laid out in the purchase of lands, which should be conveyed to the said intended trustees, upon the above mentioned trusts; and reciting, that the said John Vowler, and the said John Carwithen, who was then dead, had not had an opportunity of purchasing an annuity within the time limited by the said will, but that the said 120l. had been lent at interest, and the interest which had been made of the same then amounted to 42l. 13l. 6d.: and reciting, that the said John Vowler had contracted with the said John Lee for the purchase of the tenement thereinafter mentioned, for 175l. and that the said sum of 120l. with interest, after payment of the charges of the trust, would fall short of the purchase money by the sum of 23l. 1s. 2d. which it was agreed should be paid to the said John Lee, with interest, out of the rents of the premises, as the same should come in, the said John Lee granted to the said John Vowler and his heirs, a messuage and tenement, called the Higher Tenement, otherwise Edmonds's Tenement, with a house, orchard, and garden, and seven pieces of ground thereto belonging, containing by estimation 14 acres, situate in the said parish of Woodbury, and parcel of the manor of Nutwell.

By indentures of lease and release, bearing date 30th June and 1st July, in the same year, the said John Vowler conveyed the above-mentioned premises to Andrew Holwell, and four others, being the surviving trustees mentioned in the will of Esaias Broadmead.

The last trust deeds bear date 14th and 15th December 1607, by which John Stogdon, as the son and heir of John Stogdon, the survivor of the trustees, under the trust deeds of 1743, conveyed the said premises to the use of himself and seven others, upon the above-mentioned trusts.

The present surviving trustees under the last-mentioned deeds, are Messrs. Abraham Stogdon, Thomas Stogdon, Brice Wakeford Lee, George Lee, Thomas Heathfield, and W. T. Thomas.

None of these trustees live in the parish of Woodbury; but Mr. Abraham Stogdon, who acts as treasurer, resides in the adjoining parish of Lympstone, and Messrs. Thomas Stogdon and W. T. Thomas reside within the distance of a few miles. Mr. Heathfield lives at Tiverton, and the two Messrs. Lee are in the East Indies.

Edmonds tenement, the property of the charity, consists at this time of an orchard and four fields, which were formerly divided into seven, some hedges having been about 40 years ago thrown down for the improvement of the land, containing in the whole about 13 acres, and now in the occupation of George Tapscott, under a lease for 14 years from Lady-day 1812, which was granted by auction at the yearly rent of 39l; but this rent being found to be too high, it was thought necessary by the trustees, to reduce it, in 1816, to 26l. At the time of our investigation, the rent had been paid only to Christmas 1821, and it was feared that a farther reduction must be made for that time. Previously to 1812, the trust premises were held by Mr. Thomas Heathfield, one of the present trustees, under a lease which had been granted to his uncle, at 16l. per annum, and before that time they had been held by Mr. John Stogdon, the conveying party, in the deeds of 1807, and a son of one of the original trustees, at 9l. per annum. During Mr. John Stogdon's occupancy, the house belonging to the premises, which we are informed had been much out of repair before that time, fell into a state of complete decay, and has not been rebuilt.

In 1799, the land-tax of this estate was redeemed at an expense of 17l. 15s. 5d.

In 1811, and again in 1820, timber was cut upon these lands, and sold to the amount, in the former year, of 110l. 10s. 5d. and in the latter, of 79l. 10s. 6d. and there is at present no timber remaining on the estate.

Expenses to a larger amount than the produce of these sales of timber have been incurred, in consequence of legal proceedings in which the trustees of this charity

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have unfortunately been involved since 1814. In that year complaints were made by some of the parishioners of Woodbury, of misconduct on the part of John Hill Wright, who had been appointed schoolmaster by the trustees a few years before, and who taught the children in a house belonging to Mr. Thomas Heathfield, one of the trustees. The trustees, after an examination into the subject of these complaints, gave Wright a quarter's notice to give up the school, which he refused to do; but they withdrew his salary, and appointed another master; upon this, Wright petitioned the Master of the Rolls to be restored to his situation. George Tapscott, the present lessee of the lands of the charity, joined in this petition, which also charged the trustees with an improper application of the trust funds; but the Master of the Rolls, after hearing the petition, refused to make any order upon it. The costs of the trustees in this proceeding, paid out of the trust funds in their hands, amounted to 87l. 8s. 6d.

After this petition was thus disposed of, Wright still refused to give up the house belonging to Mr. Heathfield, in which he had kept his school. It is stated, on the part of the trustees, that no agreement had ever been made by them, with Mr. Heathfield, as to renting that house, the transaction having taken place between Mr. Heathfield and Wright; but that while Mr. Heathfield was the lessee of the charity estate, he was allowed to deduct from the rent, which he paid to the trustees, the amount of the rent of his house due to him from the master. Mr. Heathfield having become bankrupt, a person to whom this house was sold by his assignees, claimed rent from the trustees for it, and brought an action against them, which was referred to arbitration, and the result was, that a sum of 35l. was awarded to be paid by the trustees to the purchaser under the commission of bankruptcy, for 3½ years rent of the premises, together with costs, amounting to 25l. 4s. 3d. which sums were accordingly paid. The trustees were afterwards under the necessity of bringing an action of ejectment against Wright, under which they obtained possession of the house for the owner of it, at a farther expense to the charity funds of 48l. 14s. 10d.

The present expenditure on account of this charity is as follows:—The annual sum of 13l. is paid to a schoolmaster, who resides in the town of Woodbury, for instructing 13 poor boys of the parish, in reading, writing, and arithmetic. There is also paid to two schoolmistresses of the parish, the annual sum of 3l. 14s. a piece, each of whom teaches 12 girls, and to a third who teaches eight girls, reading, knitting and sewing, the sum of 2l. 12s. per annum is paid; bibles, school-books and stationery are also provided for the children from the funds of the charity. The children have been usually nominated by some of the trustees, without the intervention directed by the donor, of the minister, churchwardens and overseers of the parish.

Thomas Huckell Lee, esquire, one of the trustees, acted as treasurer of the charity, and had the principal management of it till a short time previous to his death, which took place in June 1822; since that time Mr. Abraham Stogdon has executed the office, and upon an account made out between him and Mr. Lee's executrix, he received a balance, as being due to the charity, of 12l. 11s. 4d.; in addition to which he had at the time of our inquiry, (February, 1823,) received rent, to Christmas 1821, to the amount of 12l. It appears, however, that there was an error in the account thus settled with the executrix to the amount of 40l. which sum had been borrowed by the trustees of the Exeter General Bank, for the discharge of the attorney's bill of costs in the before mentioned action of ejectment, and repaid to them, Mr. Lee's estate having been credited with the repayment of that sum to the bankers, but not having been debited with the receipt of the money from them. We were assured that the ezecutrix was satisfied of the existence of this error, and that it would be immediately rectified, and the sum of 40l. paid to Mr. A. Stogdon; and it was proposed, out of the balances that would then be in his hands, to place the sum of 50l. at interest, in the Exeter Savings Bank, in order to increase the income of the charity.

During the late legal proceedings, various meetings were holden by the trustees, without any expense being incurred to the funds of the charity, and Mr. Lee's accounts were frequently submitted to them. At the time of our investigation, no meeting had taken place for auditing Mr. A. Stogdon's accounts, since he had executed the office of treasurer, being less than a year.

HOLWELL'S GIFT.

It appears from an inscription on a tablet in the church, that *William Holwell*, M. D. in 1707, gave 50l. for the education of poor children of this parish.

This sum was in the hands of the late Thomas Huckell Lee, esquire, lately deceased, at five per cent. interest, whose daughter and executrix now pays the same interest for it, being 2l. 10s. per annum, to the schoolmaster in Woodbury, (who teaches the children under Broadmead's gift before mentioned), for the instruction of six additional children.

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It seems to us proper that this sum of 50l. should be placed in the Exeter Savings Bank, or on some other public security, although the consequence will be a diminution of the annual interest of it.

Church Land.

The earliest deeds we have found relating to this land, are indentures of lease and release, bearing date the 1st and 2d February, 1699, whereby George Venn, and two others, to the intent, that the premises thereinafter mentioned might continue to the antient uses as the same had been theretofore employed by the former feoffees thereof, granted and enfeoffed to Matthew Lee, and five others, and their heirs, a messuage, tenement and close of land, containing by estimation one acre, then converted into an orchard, situate in the parish of Woodbury, called Clark's House, to the use and behoof of the church belonging to the said parish of Woodbury, for the better repairing thereof; and that the rents and profits thereof should be employed in such manner and form, as the same had been theretofore accustomed to be done by the former feoffees of the said premises. And it was declared to be the intent of the parties to the said deeds, that the said premises should not at any time thereafter be leased out to any person whatsoever for any term exceeding seven years, without the consent and agreement of some of the principal inhabitants of the said parish of Woodbury.

There does not appear to have been any renewal of this trust of late years.

The property consists of a house and an orchard, containing rather less than an acre, now held by Joseph Skinner, under a lease bearing date 21st April, 1798, from John Snow Hayman, (grandson and heir-at-law of John Snow, the last surviving trustee thereof), John Davy, clerk, and Richard Wheaton and another, churchwardens of the said parish, for a term of 99 years, determinable on three lives, all of whom are now living, at the yearly rent of 4s. This lease is stated to be granted in consideration of a fine of 7l. 7s. paid to the use of the parish church of Woodbury, for which purpose the demised premises were given, and for the purpose of exchanging two lives, named in a lease of the said premises, granted in 1791 to John Tarr, in consideration of a fine of 100l. These leases were granted with the consent of the parishioners assembled in vestry. The house is in tolerable repair, and the premises are worth about 8l. a year. The fine of 100l. was laid out in new seating the church, and that of 7l. 7s. was carried to the churchwardens general account.

HUNDRED OF WEST BUDLEIGH.

PARISH OF CHERITON FITZPAINE.

Scutt's Almshouse.

Andrew Scutt, by his will, bearing date 3d May, 1594, gave to the parish of Cheriton Fitzpaine, after the death of his wife, all his lands, for the erection and maintenance of six almshouses, for six poor people of the said parish, who were to have 6d. a piece weekly; and he appointed William Bodley, Parson of Shobrooke, executor in trust, of his will, to whom he gave all his lands in fee, as well in the county of Devon as in the city of Exeter, to the uses mentioned in the said will.

By indenture, bearing date 1st May, 1606, between Lawrence Bodley, clerk, James Vicary, and John his son, of the one part; and Simon Leach, and eight others, parishioners of Cheriton Fitzpaine, of the other part; reciting the will of the said Andrew Scutt, and that he, in consideration of the trust and confidence which he reposed in the said Lawrence Bodley, had given to the said Lawrence Bodley, by the name of William Bodley, Parson of Shobrooke, and to his heirs, a messuage or tenement, called the Red Lion, in the parish of St. Lawrence, in the city of Exeter, and also certain gardens and acres of land in the parish of St. Sidwell and St. David, in the county of the city of Exeter, by the name of all those his lands, as well within the said county of Devon as within the said city of Exon, to the uses in his said will mentioned; and reciting also, that some suits in law were likely to arise between the said Lawrence Bodley, and the said James Vicary, and John his son, touching a former entail made, or supposed to have been made of the said lands; and that the said Lawrence Bodley, James Vicary, and John his son, with the free consent of the said parishioners, had severally concluded in such sort to dispose of the said lands and tenements, as that no part thereof should be consumed in suit of law, but that any of the said parties should be relieved according to equity and good conscience, they the said parties of the first part covenanted with the said parties of the second part, and their heirs, that they would levy a fine of the said premises to the uses following; that is to say, that the said premises, situate within the said parishes of St. Sidwell and St. David, should be to the use and behoof of James Vicary for life, and afterwards to his son John, in fee; and that the said messuage and tenement, called the Red Lion, should be to the use and

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behoof of the cognizees of the said fine, and their heirs, upon the trusts mentioned in a schedule thereto annexed.

The said schedule contains articles entered into between the said Lawrence Bodley, and the said Simon Leach and others, parishioners of the said parish, by which it was agreed, that the said parishioners should for ever receive and bestow all the rents and profits of the said tenement, called the Red Lion, upon the erecting and maintaining of so many almshouses and poor persons, with the weekly relief of 6d. a piece, as the same rents and profits should extend to, towards the due performance of the will of the said Andrew Scutt; that the said parishioners, and their heirs, should, before the feast of St. John the Baptist next ensuing, make choice of such and so many poor and impotent persons of the said parish, for the enjoying of the said weekly relief of 6d. a piece, as the yearly rents and profits of the said tenement should amount to; that it should be provided by the said parishioners, that no person should be elected to have the said weekly relief, but such as should be of good report, honest behaviour, and godly conversation, that the said almsmen and women who should be chosen, should be enjoined to repair to the parish church at all times of public prayer, if they should be able so to do; that four, three or two of the survivors of the said parishioners above mentioned, for the perpetual continuing of the said trust, should, within the space of a month after their title of survivorship should happen, by deed or feoffment, convey the said tenement to 10 or 12 others of the most honest and substantial men of the said parish and their heirs, to the intents expressed in the said schedule, and that the same course should be observed from time to time, so that the will of the said Andrew Scutt should be in all respects fulfilled.

The last trust deed of this tenement, is an indenture of feoffment, bearing date the 15th June, 1803, whereby it was conveyed to the Rev. Daniel Sanders, rector of the parish of Cheriton Fitzpaine, and 11 others, of whom nine are now living, upon the trusts mentioned in the said will, and in the said indenture, and in the schedule thereto annexed.

The tenement, called the Red Lion, has been converted into a baker's shop and premises, and is now in the occupation of Thomas Gouch, under a lease, bearing date 9th June, 1794, granted to William Beal, for three lives, of which two are in existence, at the yearly rent of 22l. This lease purports to have been granted in consideration of a fine of 10s. and of the surrender of a former term determinable on two lives, under the rent of 20l. per annum, and contains a covenant on the part of the tenant to repair. We are told, that at the time the existing lease was made, the buildings were in bad condition; they are now in very good repair, and are said to be worth at least 50l. per annum. An expired lease of this tenement was produced us, bearing date in 1653, for a term of 99 years, determinable on three lives, at the rent of 16l. 4s. It appears to us, that in future it will be more advantageous to the charity to lease this property for short terms of years, than for lives.

It appears from the accounts of this charity, that previously to the year 1788, a sum of 40l. probably arising from an excess of the income of the charity beyond the expenditure, had accumulated in the hands of William Lake, esquire, a former trustee and receiver, and that 2l. as the interest of that sum, was paid by him during his life-time, and subsequently by his executor, until 1808, when the principal sum, together with 3l. due for interest, was paid into the hands of the trustees, who have since applied a portion of the aggregate sum to the current expenses of the charity, and have placed the residue, amounting to 20l. in the Exeter Bank, at three per cent. interest. We, however, have thought it right, to recommend that this sum should be deposited in a Savings Bank. The present annual income of the charity thus amounts to 22l. 12s.

The almshouse is repaired out of the trust fund, at an expense of about 3l. per annum, and is represented to be in good condition; it contains six tenements, each of which is inhabited by an almswoman appointed by the trustees, the benefits of the charity having been confined to women for upwards of 40 years past. Each poor person receives 1s. 6d. per week, making a total weekly payment of 9s. This rate of allowance has continued since the year 1790, but as the annual amount of it, without including the expense of repairs, exceeds the revenue of the charity, the trustees are apprehensive they must shortly be compelled to reduce it. An annual meeting of the trustees is holden on the Tuesday in Whitsun week, when vacancies among the almspeople are filled up, and the receiver (whose office is considered annual, although it has usually been confided to one of the trustees for several successive years) submits his accounts to the examinations of his co-trustees. At the audit holden on Whit Tuesday, 1822, a balance of 4l. 16s. 9d. was due from the receiver to the charity.

Poor's Land, including Courteney's Gift.

It appears from a decree of commissioners of charitable uses, made in 14 James I, that *James Courteney*, esquire, by his will, bearing date 27th December, 32 Eliz.

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devised and appointed that his executor should sell four copyhold tenements, parcel of the manor of Norton, in the parish of Newton St. Cyres, which he held by lease under the Dean and Chapter of Exeter, for the residue of his term therein, to the best behoof of the poor of the parish of Cheriton Fitzpaine; that afterwards Thomas Prideaux being possessed of the said manor, by the appointment of certain commissioners of charitable uses, named in a commission dated 12th July, 6 James I, paid to the wardens and overseers of the poor of the said parish of Cheriton Fitzpaine, for the said four copyhold messuages, and for the residue of the testator's term in the same, 240l. to the end that the same might be employed for the only use and benefit of the poor people of the same parish, according to the will of the same James Courteney; and that by the said decree of 14 James I, it was ordered, that five of the most ancient of the 12 rulers and governors of the affairs of the said parish, for the time being, and the yearly wardens and overseers of the poor thereof, or the greater number of them, together with James Courteney, esquire, cousin and heir of the said testator, and five other persons therein mentioned, or the greater number of them, should order and dispose of the said 240l. in the best manner they could, for the yearly relief of the poor people of the said parish, either in buying lands of inheritance, or by laying it out upon sufficient bonds with sureties, at interest, as they should think fit, and that the profits by the same growing, should for ever be bestowed and given to the poor of the same parish, as in former times had been used.

It is probable that a considerable portion of this bequest was laid out in the purchase of the estate called Furse, hereinafter mentioned; and that the residue was invested, together with other benefactions, in 3 per cent. stock, of which an account will be given in a subsequent part of this Report.

By indentures of lease and release, bearing date 29th and 30th July, 1717, between John Worth, esq. of the one part, and Edward Dicker of the other part; the said John Worth, in consideration of 210l. 15s. and one broad piece of gold, being part of the stock or gross sum of money belonging to the poor of the parish of Cheriton Fitzpaine, at the instance and request of the parishioners of that parish, granted to the said Edward Dicker and his heirs, a messuage or tenement, with the appurtenances, called Furse, situate within the said parish, upon trust, to convey the said premises unto such 12 persons, inhabitants and parishioners of the said parish, as the major part of the said inhabitants and parishioners and other persons, should nominate, to the use of the poor of the said parish.

No conveyance from Edward Dicker to trustees, in pursuance of the above mentioned deed, was produced to us, nor any intermediate trust deeds between the last mentioned date and 1799; but by indentures of lease and release, bearing date 23d and 24th July in that year, the above mentioned premises were conveyed by persons described as the surviving trustees, under the last preceding trust deed, to John Arundell, rector of Cheriton Fitzpaine, Peter Sharland, and 10 others, eight of whom are now living, and their heirs, upon trust, that the clear yearly rents and profits of the said premises should yearly be applied towards the benefit, support and relief, of such and so many of the poor of the parish of Cheriton Fitzpaine, and in such manner and proportion as the said trustees should from time to time appoint; and that when the number of the said trustees should, from death or otherwise, be reduced to six, the survivors should convey the said premises to so many other discreet and honest men as should make up the number of 12, being either inhabitants or persons entitled to some estate in possession or reversion within the said parish, upon the same trusts; provided that the said premises should not be leased for lives, or for any longer time than 21 years, and then on the best terms and the most improved yearly value that could be gotten for the same; and it was thereby agreed, that one or two of the trustees should yearly be elected by the major part of them, to be collectors of the rents and profits of the said premises, and to perform all things necessary about viewing the same premises or otherwise; such election to be made on Tuesday in every Whitsun week, at the parish church or the school house chamber in Cheriton Fitzpaine; and that the collectors should at such meeting produce to the said trustees, an account of such sums as they should have received and disbursed for the year preceding, and should pay over such sum as should remain in their hands, to such person or persons as should be chosen collectors in their stead.

The estate called Furse, consists of a house, garden, and between 40 and 50 acres of coarse land, which were let by auction to Thomas Moggridge for 21 years from Lady-day 1802, at the yearly rent of 28l.; the trustees have lately agreed with the tenant for a new term of 14 years, to commence from the expiration of the existing lease, at the same rent, which is stated to be the present fair annual value of the estate. The house is repaired by the trustees, and is in good condition.

The rent is paid annually to one of the trustees. On the Sunday after its receipt, notice is given in the parish church, that a distribution will take place on the following Sunday; in pursuance of which, the trus-

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tees assemble, and after deducting the sums which have been expended in repairs, bestow the residue amongst such of the poor of the parish as are not in the receipt of constant relief, in sums varying according to the numbers of their respective families. A list is preserved of the persons who partake of the charity, and of the money paid to each.

POOR'S MONEY.

The stock which we have mentioned above, consits of 200l. three per cent. consols, standing in the names of Thomas Parkhouse and others, and producing a dividend of 6l. per annum. We have already stated, that a part of the money thus invested probably consisted of the surplus of *Courtenay's* gift, beyond the purchase money of the estate called Furse. The residue probably arose from various donations, which, to the amount of 166l. 13s. 4d. are recorded on a tablet in the church. The application of the dividends of this stock will be stated in our account of the following charity.

HARRIS'S GIFT.

By indenture, bearing date 27th April, 1648 (as appears from an ancient copy thereof, and from the recitals of a subsequent deed for appointing new trustees in 1675), between John Harris of the one part, and John Moore and others of Cheriton Fitzpaine, of the other part, the said John Harris, in consideration of the love and affection which he bore to the parishioners of Cheriton Fitzpaine, and for the better maintenance of the poor of the said parish, granted and enfeoffed to the parties of the second part, and their heirs (the rector for the time being of the said parish, to be always a feoffee,) the halfendeal and portion of a messuage and tenement in Cheriton Fitzpaine, on the east side of the church yard, called the Church House; and the moiety or halfendeal of a parcel of ground, called the Church Hay, adjoining the church yard, on the north side of the church and church house, containing by estimation half an acre, used theretofore as a place of recreation and sporting for the youth of the said parish, (with liberty for the said John Harris, his heirs and assigns to have the use of the chamber of the said church house, called the School House, for holding courts; and for the feoffees to convert the said chamber to any other use, for the meetings of the parishioners for the business of the parish,) to the only use and benefit of the poor of the said parish, at the rent payable to the said John Harris and his heirs, of 2s. 6d. per annum, with a proviso for appointing 12 new feoffees when the number should be reduced to three.

The last trust deed bears date in 1803, by which the premises were conveyed to the same persons as were appointed trustees of the poor's land.

The entire tenement, called the Church House, of which the moiety was conveyed by the above mentioned deed, is now used as the parish poor house, the rent of 2s. 6d. being paid for it to the heir of John Harris, but no sum being distributed in respect of it to the poor. It is kept in repair by the parish, and one apartment is applied to the purposes of a school room.

The Church Hay consists of a green, containing about half an acre of land, upon which eight houses are built; but the date of their erection does not appear. Three of them are let to Thomas Stabback, by lease, dated 25th March, 1819, in consideration of 70l. for 99 years, determinable on three lives, at the rent of 4s. 6d. per annum. These tenements are in the respective occupations of John Elsworthy, William Stevens, and John Challis; a fourth house, is in the occupation of Thomas Holsgood, under a lease, bearing date 2d February, 1802, granted to Samuel Pridham and John Hewish, in consideration of 96l. for 99 years, determinable on three lives, at the annual rent of 5s.; the fifth house is in the occupation of Thomas Hockady, under a lease, bearing date 25th March, 1784, granted to Richard Hockady, in consideration of 10l. 10s for 99 years, determinable on three lives, one of which is now existing, at the yearly rent of 1s.; the sixth house, to which a small garden is attached, is holden by Andrew Hewish, under a lease, bearing date 30th January, 1800, granted to John Oliver and Richard Oliver, in consideration of 9l. 9s. for 99 years, determinable on three lives, two of which are existing, at the rent of 1s. per annum; the seventh house was let to John Moxey, by lease, bearing date 23d June, 1794, in consideration of 7l. 7s. for a similar term, now determinable on two lives, at the rent of 1s. per annum; and the eighth house was let to Thomas Tucker, under an agreement made in 1806, for a term of 99 years, determinable on three lives, in consideration of 15l. 15s. and at the rent of 1s. per annum, but no lease has been executed, in consequence of the tenant declining to bear the expense of it; the names of the three persons on whose lives the term was to be determinable, have been entered in a book of the charity.

It has been usual to let these houses for years determinable on lives; they are in general of small annual value; those which are in the possession of Thomas Holsgood and Andrew Hewish being represented to be worth 3l. and the rest from 20s. to 30s. per annum each.

The annual rents amounting to 13s. 6d. are paid to the trustees, and are distributed by them once in three or four years, together

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with the fines (if any have been received,) and the dividends of the stock above mentioned, amongst such of the poor of the parish as do not receive constant relief, in sums varying according to the amount of the money in the hands of the trustees, and proportioned to the necessities of the objects.

Previous notice is given of the intended distribution, which takes place on a Sunday in the parish church; and an account is kept of the sum paid to each individual. The following distributions have taken place since 1803 :—

	£.	s.	d.
In 1804	17	0	0
1806	21	13	6
1809	30	5	6
1811	27	11	0
1812	24	9	3
1816	24	15	0
1821	26	13	0

PARISH OF SHOBROOKE.

Poor's Stock Money.

The returns made to Parliament in 1786, mention a sum of 44l. under the denomination of stock money, then vested in Mr. Dyer, for the poor of this parish, and producing 1l. 15s. 2½d. per annum.

The same returns also state the following gifts to the poor of this parish :—

	£.	s.	d.
1638.—Robert Westcott	6	0	0
1645.—Thomas Westcott	10	0	0
1761.—Moses Brock	10	0	0

In 1796, 200l. stock in the 3 per cent. reduced annuities, was purchased for 140l. 6s. 6d. including the expenses of commission and power of attorney, in the names of the Rev. Thomas Ley and George Tattershall, who, in the same year, executed a declaration of trust of that stock for the benefit of this parish. We have not been able to find any accurate account of the sums of which this purchase money was composed, but it is supposed to have been derived partly from the stock money and gifts above mentioned, amounting in the whole to 70l. and partly from the gifts hereinafter stated, of Thomas Poyntingdon, the father, Thomas Poyntingdon, the son, John Rowe and William Rowe, for teaching poor children, amounting in the whole to 60l. The remainder of the 140l. 6s. 6d. may have been made up of some arrears of interest, as these monies appear to have been lent on bond to various persons in the parish, previously to the investment of them in the public funds.

This stock is now standing in the names of Richard Hippesley Tuckfield, Esq, and the Rev. Richard Ellicombe.

Of the dividends, amounting to 6l. per annum, 2l. 12s. is paid to the schoolmaster, hereinafter mentioned, and the residue, after deducting 1s. for banker's commission, has been distributed usually once in three or four years, about Christmas, by the overseers of the poor, amongst poor persons of this parish not receiving regular parochial relief, in sums proportioned to the numbers of their families; but at the time of our investigation (December, 1822) no distribution had been made for five years, and there was then in the hands, partly of Mr. Tuckfield, and partly of persons of the parish to whom the dividends had been paid over, as overseers of the poor for the time being, by the trustees of the stock, a sum of 16l. 18s. 4d. which it was proposed to distribute at the then ensuing Christmas.

It appears to us desirable that no more than two years should be allowed to elapse without a distribution taking place, and that a book should be kept by the overseers of the poor for entering the names of the persons receiving the charity, and the sums given to each.

Gifts of Thomas Poyntingdon, the Father, and Thomas Poyntingdon, the Son.

It appears, from an inscription on a tablet in the church, that *Thomas Poyntingdon*, in 1665, and *Thomas Poyntingdon*, his son, in 1674, gave 10l. each for teaching poor children of this parish to read the English Bible.

These two sums are supposed to have formed part of the consideration paid for the 200l. 3 per cent. reduced, mentioned in the account of the poor's stock money.

John Rowe's Gift.

John Rowe, by his will, bearing date 18th February, 1692, gave to the churchwardens and overseers of the parish of Shobrooke, 20s. yearly, for ever, to be paid out of the rents of the moiety of a tenement and farm called Spence Combe, alias Spencer's Combe, in the parish of Crediton, to be bestowed yearly amongst poor people's children of the said parish of Shobrooke, to teach them to read the Bible, and to buy them Bibles;

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and he directed that it should be disposed of from time to time for the use of such poor children, as his relations of the name of Rowe, and his executors should think fit, whilst any of his name should continue in or near Shobrooke; and reciting the above mentioned gifts of 10l. each, by Thomas Poyntingdon the father, and Thomas Poyntingdon the son, he directed, that if it should be thought fit that the said 20l. should be laid out in land, and if his heir of Spence Combe should think fit to disburse 20l. to be joined with Messrs. Poyntingdons 20l. for teaching poor children, and buying bibles, the said farm should be discharged from the payment of the said 20s. yearly; and he directed, that in case none of his name or relations should continue as aforesaid, his gift should be disposed of from time to time by the minister of Shobrooke, to the uses aforesaid.

The annuity of 20s. is not now received from the owner of Spence Combe; and it is supposed that the sum of 20l. was paid by a former owner in discharge of this annuity, and that it also formed a part of the purchase money of the above mentioned 200l. 3 per cent. reduced stock.

WILLIAM ROWE'S GIFT.

It appears from the church tablet, that *William Rowe*, in 1722, gave 20l. to be laid out in stock or in land, for buying English Bibles or Testaments, to be given to poor children of this parish, or for instructing them in the English tongue. This sum is also supposed to have formed a part of the purchase money of the same stock.

The sums arising from the four last mentioned gifts, amount to 60l., and a proportion of the dividends of the said 200l. stock, amounting to 2l. 12s. per annum, is paid to a schoolmaster in this parish, who in respect thereof, and of the annuity of 3l. arising from Mary Trenchard's gift, hereinafter mentioned, together with some additional donations from private charity, instructs as many children of the poor inhabitants as the extent of the funds will permit, after the rate of 8s. per annum for each boy, and 16s. per annum for each girl, the boys being taught to read, and the girls to read, sew, and knit. Applications are made to the schoolmaster for admission into the school, which are referred by him when vacancies occur, to the minister of the parish, who selects such as he considers proper objects. The children are admitted into the school at five years of age, and are allowed to remain there till they are of sufficient age to be bound as apprentices by the parish. No part of the dividends is applied for the purchase of books, but they have been usually provided for the children from private charity.

MRS. TRENCHARD'S GIFT.

Mary Trenchard, by her will, bearing date 13th September, 1728, charged her demesne lands in Shobrooke and Crediton, with the payment of 3l. yearly for ever, on Christmas day, to the rector of Shobrooke for the time being, to be employed in the teaching such poor children of that parish to read, as the owner of her barton of Shobrooke for the time being should nominate.

Richard Hippesley Tuckfield, esq. is the present owner of the lands charged with this annuity, which he pays to the before mentioned schoolmaster, for teaching the poor children of the parish, in the manner above stated.

SHORT'S GIFT.

John Short, by his will, bearing date 16th April, 1753, gave to the minister, churchwardens and overseers of the poor of Shobrooke for the time being, 2s. 6d. every calendar month, for ever, to be issuing out of his messuage, barton, and farm, called Great Gutton, in Shobrooke, to be by them and their successors laid out in ten threepenny loaves, to be distributed every month on Sunday, after evening service, in the church porch of Shobrooke, to ten labouring men of that parish having families, and receiving no relief from the parish.

The farm called Great Gutton, is now the property of William Chave, esq. Bread appears to have been given to the poor of Shobrooke by a former owner of the estate, but the distribution has been discontinued many years, and cannot be enforced, as the gift is void under the mortmain act, 9 Geo. 2d.

MRS. TUCKFIELD'S GIFT.

The particulars of *Mrs. Elizabeth Tuckfield's* gift, in 1802, to this parish, amongst others, of 10l. per annum, to be distributed by the minister for the time being, according to his discretion, amongst poor persons of the parish not receiving parochial relief, will be stated in a subsequent part of the present Report, in the account of the charities of the parish of Crediton.

The annual sum of 10l. is received from Mr. J. Smith, the clerk of the governors of the parish of Crediton, by the minister for the time being, and has been hitherto distributed on four different Sundays, shortly after Christmas, amongst poor persons of the parish, not receiving relief, in sums varying according to his discretion.

HUNT'S GIFT.

Lydia Hunt, by her will, bearing date 18th May, 1804, gave to the minister and churchwardens of the parish of Shobrooke, 100l. upon trust, to place the same in the

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parliamentary funds, and to lay out the interest thereof in bread, monthly, to be distributed to such poor people of the said parish as should for the time being be considered the greatest objects of charity.

Mrs. Hunt died in June, 1805, and in July, 1806, 90l. being the amount of this gift, after deducting 10l. for legacy duty, was invested in the purchase of 142l. 17s. 1d. 3 per cent. reduced annuities, now standing in the same names as the before mentioned 200l. in the same stock, and producing the dividends of 4l. 5s. 8d. per annum.

In respect of this donation, 14 sixpenny loaves are given away on the first Sunday in every month, after evening service, in the church, by the minister, to 14 poor labouring men or widows of this parish, whether receiving parochial relief or not. A list is kept, in which are inserted the names of all such poor persons as make applications for that purpose, and are considered proper objects, to whom the bread is given in rotation. Notice is given on the Sunday preceding each distribution, of the names of the persons who are to receive a portion of the bread. The cost of the bread thus provided is 4l. 4s. per annum, which, with 1s. deducted for banker's commission, and 8d. carried to the poor's stock money account, makes up the amount of the dividends.

PARISH OF STOCKLEIGH ENGLISH.

Poor's House and Poor's Money.

By indenture, bearing date 22d April, 1761, William Bellew, esquire, at the request of the principal inhabitants of Stockleigh English, granted to John Beeleigh, and seven others, and their heirs, a parcel of waste land, at Stockleigh Cross, in the said parish, containing, by estimation, seven landrods, whereon a house and linhay had then lately been built, for the term of 1,000 years, at the yearly rent of 6d. to the use and benefit of the poor parishioners of the said parish, and for the dwelling of such poor families belonging thereunto as were not of ability to pay the rent of a house for themselves to dwell in, and for such other uses, for the benefit of the said parish, as the parishioners and principal inhabitants should from time to time think proper, with a proviso for appointing new trustees, when five or six of those then appointed should be dead. And it was thereby agreed by all parties, that the interest of the sum of 19l. belonging to the said poor of Stockleigh English, which was laid out in building the said house, should yearly be taken out of the poor's rate of the said parish, and be distributed by the overseers and churchwarden, in such manner and at the times it had usually been so done, in such proportions as to them should seem meet; and that a list of the distributions should every year be entered in the poor book, for the perusal and inspection of the parishioners of the said parish.

New trustees were appointed of this house in 1779, of whom two are now living.

The above mentioned tenement contains four dwellings, which are occupied, rent free, by as many poor families of the parish, placed therein by the overseers, all necessary repairs being done by the parish. The annual sum of 19s. charged thereon is paid out of the poor's rate, and is distributed by the parish officers at Christmas, amongst the poor persons of the parish, in sums varying from 6d. to 2s. a-piece, but no list of the distribution has been hitherto entered in the poor book.

It is not known by what means the poor of this parish became entitled to the above mentioned sum of 19l. laid out in building the poor house.

PARISH OF STOCKLEIGH POMEROY.

Poor's Money.

A tablet in the church of this parish records various donations, made from time to time to the poor, amounting, in the whole, to 75l. It is probable that a portion of that sum was laid out in the purchase of two deeds poll, for 25l. each, bearing interest at four per cent., secured on the Torrington turnpike roads, which now belong to the poor, and were bought upwards of 40 years ago. Notice has lately been given by the clerk of the commissioners of these roads, that it is intended to reduce the interest, and it is therefore proposed to call in the principal sums due on the deeds poll, and to deposit them in the Exeter Savings Bank. The interest upon them was, at the time of our investigation, in arrear from 1818, in consequence of its not having been demanded. The rector of this parish has also in his hands 12l. (which is supposed to have been part of the money arising from the donations mentioned on the tablet), at five per cent. interest. This interest was also in arrear for four years, in consequence of its not having been demanded. The interest of this sum, and of the above mentioned deeds poll, has been usually given away once in two or three years, by the churchwardens and overseers, at a parish meeting, holden about Christmas, among poor persons of the parish not receiving constant relief. We were assured, that application should be made for the interest due, and that an immediate distribution should take place.

PARISH OF UPTON HELIONS.

Poor's Money.

A tablet in the church of this parish con-

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tains a list of various small benefactions to the poor thereof, amounting to 76l. 4s. The returns made to Parliament in 1786, mention, in addition to those stated in the tablet, a sum of 10l. given by *Richard Coles*, in 1619, making in the whole 86l. 4s.

These sums were formerly lent at interest, on private security, but were, about the year 1811, by the exertions of the Rev. H. P. Polson, the present rector of this parish, recovered, and with some arrears of interest, shortly afterwards invested in the purchase of 132l. 8s. 10d. four per cent. stock, now standing in the names of the said rector and two others, the dividends of which, amounting, after a deduction of banker's commission, to 5l. 3s. 10d. per annum, are distributed by the minister of Upton Helions, shortly after Christmas, among all the poor of the parish, in small sums, varying according to their necessities and the numbers of their families.

HUNDRED OF CLISTON.

PARISH OF BROADCLIST.

BURROUGH'S ALMSHOUSE.

By certain ordinances, rules and constitutions, purporting to be made by *Henry Burrough*, of Broadclist, to be observed by the eight men of that parish, dated in 1605, as appears from a copy thereof, on parchment, placed in a frame, in the church of the said parish, Henry Burrough, of Broadclist; reciting, that he had erected an almshouse in Broadclist, containing 12 rooms; viz. the chiefest room, five principal rooms, and six inferior rooms, with 12 gardens, and appointed the eight men of Broodclist, for the time being, to be governors thereof, he directed that there should be twelve poor men and women placed to inhabit in the said almshouses, with the gardens, whereof 11 should be chosen out of the poor of the parish of Broadclist, and the other from Netherexe or Cadbury, and that five of those of Broadclist should have, weekly, each 12d. and the other six each 2d. and the twelfth of Netherexe or Cadbury, weekly, 1s. 6d.; such poor people to be 58 years of age at the time of their election, except they were maimed, impotent, or lame; and that they should bring no children with them into the almshouse, and that they should be single and unmarried men or women; but that if any married man or woman should be placed there, then, after the death of the husband, the wife should not succeed her husband, except the governors should think fit; and he also directed, that his rectories, and the tithes of Cadbury and Netherexe, should be let at the uttermost value for a yearly rent, out of which he appointed that 23l. 11s. should be paid, yearly, to the said governors, or to such of them as should be appointed treasurers, to be applied for the purposes thereinafter mentioned; and he directed, that the curate of Netherexe should have, yearly, out of the said rectories, 8l. and the parsonage-house, the little meadow, the garden and the herbage of the church-yard of Netherexe, to serve the cure of Netherexe, so that he should be continually resident there, and should, every second Sunday at least, preach there, and should repair the said parsonage house, and the hedges of the said garden and church yard; such curate to be chosen by the eight men of Broadclist, or the most part of them; and that the said governors should, weekly, on every Saturday or Sunday, make payment to the said almspeople, according to the rate aforesaid; and he further ordered, that in the chiefest room there should be, for ever, placed, one poor man without a wife, or one poor woman without a husband, which should be first from Netherexe, and next from Cadbury, by the election of the vicar, constable, churchwardens and overseers of the poor of such parishes respectively, the vicar or curate to be one, to which poor man or woman he gave, weekly, 1s. 6d. because such poor person should not beg, nor charge the parish of Broadclist; and he also ordered, that the said governor should have the election of the 11 poor people, to be chosen out of the poor dwelling in the parish of Broadclist, of honest and good name; and that a book should be kept, mentioning the times of their several elections, his intention being, that the six people in the six inferior rooms should, after the death or removal of those in the principal rooms, succeed to such rooms, and have the pay of 12d. weekly, according to seniority; and that if any of the almspeople should not behave themselves honestly, and continue of good behaviour, the governors should expel and displace them. [The ordinances then set forth a variety of minute directions for the government of the almspeople, which it is unnecessary to detail.] And the said Henry Burrough further ordered, that the said almshouse should be very well repaired, and allowed, out of the said sum of 23l. 11s., 40s. for the repair thereof, and of his monument, to be set up in Broadclist church; and directed that every Easter Monday, Tuesday, or the next Sunday after, the governors should take a reckoning of the treasurers of the disbursements towards such reparations, and what money remained, and write the same in their account book as their general account;

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provided, that when the said 40s. yearly should amount to 6l. that sum should be, by the discretion of the said governors, delivered to three or more poor folks in Broadclist, to set them to work, with good assurance for repayment every half-year, if need should be, to repair the almshouses; and that from thenceforth the said 40s. yearly should be employed, every week, towards the better relief of the six poor people that had but 2d. weekly; and he also appointed, that every Easter Monday or Tuesday, or the Sunday after, the governor should cause the said ordinances to be read in the parish church of Broadclist, by the clerk or some other, who should be paid for his pains 12d.; and he further ordered, that the governors should procure a godly preacher to make, yearly, eight sermons in Broadclist church, willing that the said almspeople should be present at the same, and for each of them he allowed 5s. to be paid by the said governors; and he also ordered, that the overplus of the said rectories of Netherexe and Cadbury, besides the allowance aforesaid, should remain to Roger Caunter, and the heirs of his body, with various remainders over in tail, and the ultimate remainder in fee to Richard Rennell and his heirs.

The governors of this almshouse, who are usually stiled "the Eight Men" of the parish, are elected from time to time as vacancies occur, out of the principal parishioners of Broadclist; and at the time of our inquiry, their number was complete. One of them is elected treasurer, at an annual meeting of the governors, holden on St. Thomas's-day, for the purpose of passing the accounts, which are kept by a clerk, and of transacting the general business of the charity. The Rev. John Bond, who holds the perpetual curacy of Netherexe, under the appointment of the governors, and is also possessed of the tithes of Netherexe and Cadbury, pays the annuity of 23l. 11s.

The almshouse consists of 12 distinct rooms, each of which affords a residence to a poor unmarried person, a small garden being attached to each dwelling. One of these rooms, situate at the extremity of the building, is inhabited by a poor person alternately appointed from Cadbury and Netherexe, according to the ordinances of the founder, a poor person of the latter parish being at present in the enjoyment of this room. The other apartments are occupied by 11 almspeople belonging to the parish of Broadclist, who are appointed by the governors. The expense of repairing the building, is usually defrayed out of the 40s. allowed annually for that purpose, but when that sum proves insufficient, the deficiency is supplied out of the poor's rates of this parish.

Adjoining to the almshouse is a dwelling, called the New House, and at a short distance from it is another house, called the Parish House; these are supposed to have been built at the expense of the parish, and are occupied by paupers.

The weekly sum of 1s. 6d. is paid to the alms person of Cadbury or Netherexe, of 1s. to each of the five seniors, and of 2d. to each of the six juniors of Broadclist, these persons succeeding by rotation to the benefit of seniority.

The resident minister of Broadclist receives the annuity of 40s. and preaches two sermons every Sunday throughout the year.

These several payments, together with the 12d. allowed to the clerk for reading the ordinances at Easter in the parish church, make up the whole sum of 23l. 11s.; but a small surplus has arisen in the hands of the treasurer, from a repayment of a portion of the sum deducted from the annuity on account of the property tax. During the existence of that tax, it was usual to deduct its amount partly from the sum to which the preacher was entitled, and partly from the portion directed to be expended in repairs. Out of the sum thus recovered, a balance of 4l. 4s. 11d. remained at the time of our inquiry (February, 1823) in the hands of the treasurer, which it was proposed to expend in the repairs of the almshouse.

Poor's Lands.

In the returns made to Parliament in 1786, it is stated, that between the years 1579 and 1690, various sums had been given by 62 persons, amounting in the whole to 305l. 5s. called the Great Stock, for setting on work and better relief of the poor, and that what was left thereof, was in 1737 laid out in the purchase of lands. No deeds by which these lands were conveyed for the use of the poor of the parish, were produced to us, and we understand that none such are to be found.

The land consists of—

1st.—Two fields near Burrough bridge, in the parish of Broadclist, containing about seven acres, together with a small portion of mowth in Whish meadow, which varies in quantity from year to year, but upon an average contains somewhat more than an acre. These were let in 1806, at the rent of 12l.; in 1807, at 20l.; in 1817, at 18l.; and they are now in the occupation of Richard Burton, as yearly tenant, at an annual rent of 17l.

2d.—A house, garden, orchard, and two small fields, containing together about 3¾ acres, situate in Burrough town in Broadclist, which were let in 1806, for 6l.; in 1807, for 10l.; and since the year 1821, have been in the occupation of Joseph

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Luccraft, as yearly tenant, at the rent of 8l. per annum. The house is in tolerable repair.

The rents have been from time to time fixed, with the approbation of the eight men of the parish, and the present lettings are considered to be on fair terms; it is however proposed, that the lands should be measured, and let by tender.

3d.—A small meadow, near the town of Broadclist, (to the rent of which the parish is entitled only once in four years,) in the occupation of Samuel Middleton, at the annual rent of 2l. 10s.

The income arising from these lands, is annually applied to the expense of the repairs of the above-mentioned house, to the payment of 15s. 6d. to a poor family residing in the house adjoining Burroughs's almshouse, called the New House; and of 1s. to another poor family, occupying the house near that almshouse, called the Parish House; an annual salary of 5s. is also paid out of them to the clerk of the eight men of the parish, for keeping the accounts; and the residue is distributed on St. Thomas's-day, by the eight men, amongst such poor people of the parish as do not receive constant parochial relief. A small balance of 10s. 7d. remained in hand after the distribution on St. Thomas's-day, 1822.

SIR JOHN ACLAND'S GIFT.

Sir *John Acland*, (the particulars of whose gifts for bread to various parishes, are stated in a former Report, in the account of the charities of the city of Exeter,) directed that the sum of 5l. 4s. should be yearly paid to the wardens of Broadclist, for the purchasing, weekly, of 26 penny loaves of bread, of a middle sort, to be distributed every Sabbath immediately after morning prayer, unto 26 such of the poorest sort of people of the same parish, as the parson or vicar, constables, wardens and overseers, or the more part of them, should appoint.

This annual sum is paid by the town clerk of Exeter, to one of the parish officers, and is applied towards the payment for a distribution of bread, which, to the amount of 60 two-penny loaves takes place every Sunday, the residue of the expense of such distribution being supplied by voluntary contributions. The bread is given to such poor persons only as do not receive regular parochial relief, the number of whom is greater than the number of loaves distributed weekly. Each of them receives a loaf in rotation.

WEARE'S GIFT.

The particulars of this donation, under which this parish is entitled to an annuity of 4l. 10s. issuing out of an estate in the parish of Clist Honiton, called Holbrook, now the property of Lord Graves, for teaching six poor children, have been already stated in the present Report in the account of the charities of Clist Honiton.

This annuity is paid by Lord Graves's tenant of Holbrook. Previously to the last two years it had been unpaid for a considerable time, but upon application to Lord Graves the arrears were paid, amounting to about 50l.

This annuity is now applied towards a fund, for the maintenence of one principal school, and two smaller schools, in different parts of this parish, which establishments are principally supported by voluntary contributions, and are under the management of persons appointed by the subscribers. The above-mentioned arrears were placed with other sums belonging to the charity school, in the Exeter savings bank, and the interest thereof is applied in the same manner as the annuity.

Sir Thomas Dyke Acland, baronet, has, at his own expense, erected a building for the principal school, containing two school-rooms for boys and girls.

LEACH'S GIFT.

It is stated in the returns made to Parliament in 1786, that *George Leach* gave, by will, in 1684, 100l. for the teaching of 12 poor children of this parish.

This legacy is supposed to form a part of 326l. 17s. 10d. stock in the three per cent. consols, now standing in the names of Sir Thomas Dyke Acland, baronet, and others, the dividends of which are applied towards maintaining the above-mentioned schools. It is to be collected from the returns of 1786, that 6l. 6s. of this stock arose from a gift of John Jervis, for bread to the poor of this parish, the amount of which in money appears to have been 5l.; but no part of the dividends is applied in the purchase of bread.

PARISH OF CLIST ST. LAWRENCE.

GODFREY'S GIFT.

William Godfrey, by his will, bearing date 13th August, 1817, gave to Abraham Smith the younger, esquire, and Richard Pratt, 100l. clear of any deduction on account of legacy duty or otherwise, upon trust, that they should, invest the same either in the three per cent. consolidated annuities, or the three per cent. reduced annuities, in the names of the rector of the parish church of Clist St. Lawrence, and the churchwardens of the said parish, for the time being, who should hold the same in trust for the poor and indigent people of the said parish of Clist St. Lawrence, but should not diminish or lessen the said stocks or funds for any

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purpose whatsoever; and he directed, that the dividends thereof should be distributed on Saint Thomas's-day, yearly, for ever, among such of the poor and indigent people of the said parish, as the rector and churchwardens for the time being of the said parish should think most deserving; and that the same should be given in addition to any parochial relief that such poor and indigent people, or any of them, should usually receive; and he further directed, that as often as it should happen that any rector of the said parish should die, or resign, or be deprived of the benefice of the said parish, the persons in whose names such stock should be then standing should transfer such stock unto the succeeding rector and the churchwardens of the said parish for the time being, who should hold the same upon the same trusts.

The above-mentioned legacy was laid out in the purchase of stock, and the sum of 97l. 4s. 5d. in the new four per cents is now standing in the names of the Rev. C. E. Walkey and John Snell, the present rector and churchwarden of this parish, the dividends of which, amounting to about 3l. 19s. are, after deducting banker's commission, distributed by the rector and churchwardens annually on St. Thomas's-day, amongst all the poor labourers of the parish, in sums varying from about 2s. to 9s. according to the numbers of their families. A book has been kept since the commencement of the charity, which contains an account of the annual distributions.

Poor's Money.

A sum of 12s. has been, for many years, distributed out of the poor's rate, on or about the 5th of November, yearly, by the overseer, amongst the poor labourers of the parish. It is supposed to have been originally paid as the interest of a sum of money, given by one *William Lyswell* for the benefit of the poor, and applied to parochial purposes. A tomb-stone in the churchyard records the death of William Lyswell in 1664, but is silent as to any donation made by him.

PARISH OF WHIMPLE.

Poor's Money.

The returns made to Parliament in 1786, contain a list of benefactors to the poor of this parish, not receiving constant relief, from 1589 to 1738; and the total amount of these donations is there stated to be 100l.

By deed, bearing date 14th May, 1788, Elijah Brooke and John Salter, as surviving trustees, assigned to the Rev. Thomas Heberden and several others, of Whimple, a bond, from *Henry Churley Manley*, clerk, dated in 1785, for 100l. stated to be vested in the said trustees, in trust for the most aged, impotent and poor people within the said parish receiving no constant relief of the parish; on which bond there was then due, for principal and interest, 112l. And it was thereby agreed, that the said Thomas Heberden and others should employ the interest of the said money amongst the poor above described, and that on payment of the sum due on the said bond, they should place the same at interest on personal security, or in the public funds.

This money was subsequently invested in the purchase of 180l. 2s. 3d. three per cent. consols; which stock is now standing in the names of the Rev. Thomas Heberden and three others. The dividends, amounting, after a deduction of 2s. for commission, to about 5l. 6s. per annum, are distributed by the trustees of the stock, residing in the parish, at an annual meeting, of which previous notice is given, amongst the poor persons of the parish not receiving parochial relief, in sums varying from 2s. 6d. to 9s. according to the numbers of their families.

HUNDRED OF CREDITON.

PARISH OF COLEBROOK.

Mills's Gift.

It appears from an inscription on a tablet in the church, that Mrs. *Ann Mills*, by will, the date of which does not appear, gave to the churchwardens of the parish 200l. to be bestowed in land, 100l. of which was to be employed for the maintenance of a lecturer, and the residue for the use of the poor of the parish, for ever. Part of the above mentioned sum was laid out, in 1754, in the purchase of a deed poll of the Exeter turnpike, for securing 50l. with interest at four per cent., and the residue is reputed to have been deposited with a person of the name of Cockram, who died in bad circumstances. It appears, however, from an entry in the churchwardens account book in the year 1797, that the sum of 15l. 15s. arising from his estate, was, together with an arrear of interest due from the Rev. Mr. Tucker, making in the whole 45l. placed in the city of Exeter bank; and the same entry states, that there was then left in Mr. Tucker's hands the sum of 30l. but it does not appear from what source that money arose, nor how it came into his possession. We find another entry in the same book, bearing date 9th January, 1809, stating, that the

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sum of 47l. 4s. 8d. principal and interest money of the parish, deposited in the city bank, and the sum of 38l. 4s. 9d. in the hands of Mr. Tucker, making together 85l. 9s. 5d. were invested in the purchase of 120l. stock in the three per cent. consols, at the cost of 82l. 2s. 2d.; and that the balance was, on the 25th July in the same year, distributed in bread to the poor. This stock now stands in the names of trustees, and the dividends, amounting to 3l. 12s. per annum, are received by the city bank; and after the allowance of a small sum by way of commission, are distributed, together with a moiety of the interest arising from the deed poll, and the annuity of 1l. given by Hockwell, hereinafter mentioned, once in two or three years, either in bread or money, by the churchwardens and overseers, amongst all the poor of the parish, the other moiety of the interest of the deed poll being received by the vicar in respect of his share of Mrs. Mills's donation.

HOCKWELL'S GIFT.

It appears from the same tablet, that *William Hockwell* gave 20s. a year to the poor of this parish, for ever.

This annuity is now paid by Mr. Edmond Pye, linen-draper, of Exeter, as the owner of a field in the parish of St. Thomas, near Exeter, and is distributed with Ann Mills's gift before mentioned.

PIDSLEY'S GIFT.

It appears from another tablet in the church, that *John Pidsley* gave by his will, (the date of which is not stated), to such of the poor of the parish as should have no pay, 20s. a year payable out of Wotton, to be distributed on Easter Monday, in such manner and in such proportions as his executor should think fit, during his life, and after his decease by Messrs. Thomas Hole, John Sillifant, William Wreford, and their heirs, for ever.

Wotton is an estate in the parish of Colebrooke, and is the property of the son of the late Rev. Simon Pidsley, now a minor.

The annuity is received from the tenant of the estate, and is distributed by John Sillifant, esq. of Combe, in this parish, once in a few years, in bread. The amount of six years payment was thus distributed on Easter Monday in 1819, and of three years in May, 1822.

PARISH OF CREDITON.

CHURCH CORPORATION TRUST, INCLUDING THE GRAMMAR SCHOOL.

King Edward VI, by letters patent, bearing date 2d April, in the first year of his reign, as well for the increase of divine worship, for the better preservation and governance of the goods, chattels and hereditaments of the parish church of Crediton, and the instruction of boys, as for other causes and considerations moving his said Majesty to incorporate certain af the inhabitants of the said parish, for the universal advantage and common benefit of all the inhabitants of the same parish, granted unto the inhabitants of the said parish, that there should be for ever thereafter within the same parish, out of the inhabitants of the same church, for the time being, 12 governors of the hereditaments and goods of the church of Crediton, of which governors there should be always three on the part of the village or hamlet of Sampford, (now called Sandford), within the same parish, and that the same twelve governors should be one body, incorporated by the name of the twelve governors of the hereditaments and goods of the church of Crediton, and should have perpetual succession and power to take lands, and a common seal, and thereby named twelve persons to be the first governors during their lives; and ordained, that when any one or more of the twelve governors, for the time being, should die or should dwell in any other place out of the parish of Crediton, and with his or their family should depart, it should be lawful for the residue of the governors then surviving and there abiding, or the major part of them, within one month after such death or departure, to elect, out of the same inhabitants, another fit person or persons to be a governor or governors, in manner therein mentioned, so however that three of the said governors should always be of the inhabitants of Sampford, one of whom should be present, if willing, upon reasonable summons, at every such election. And his said Majesty, instigated by the affection which he bore towards the children within the county of Devon, that they might thereafter be endued with more polished learning than was formerly usual, thereby erected and founded, for ever, a free grammar school, in the said parish, to be called the King's New Grammar School of Crediton; and ordained, that in the same school there should be a master or teacher, to be from time to time appointed by the twelve governors for the time being, after the rectory and church of Exminster, in the said county of Devon, should first and next be void, and should come into the hands of the said governors; which master and his successors, should have perpetual succession, and be able to take from the said governors a convenient house for a residence, with an annual rent or pension of 10l. by the year, with powers for the governors to expel the said master in case of his absenting himself for the space of one month, and to elect another in his place; and that

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the intent and purpose of his Majesty might have due effect, and the said governors might be better able to sustain the same church, and the chaplains and other ministers to serve in the same, and their burdens and other burdens incumbent or contingent on the same church, his said Majesty of his special favour, and also in consideration of 200l. paid to his late Majesty King Henry VIII, by the inhabitants and parishioners of the said parish of Crediton, granted to the said twelve governors the parish church of Crediton, and the church and burying ground and belfry of the late college of Crediton, and the vestry and chapter house, and the chapel called Our Lady's Chapel, to the same church adjoining, and the houses called the Vicar's House, otherwise the Common Hall, the "Plomme" house and school house, and the gardens to the same belonging to the said late college appertaining, and the chapel, called Saint Swithin's Chapel, in Sampford aforesaid, within the said parish, and the house called the Church House, and another house, called the Priest's House, and the gardens to the same adjoining, in Sampford aforesaid, to the said late college theretofore appertaining, and an annual rent of 25s. 4d. issuing out of the lands of Sir Thomas Darcye, knight, in Crediton, and the advowson and right of patronage of the vicarage of the church of Crediton, and the advowson and right of patronage of the rectory and church of Exminster aforesaid, and the vicarage of Crediton and rectory of Exminster, and all the manors, messuages, lands, rents, tithes, fruits, oblations, &c. to the same rectory and vicarage belonging or appertaining, all which premises were then extended to the clear yearly value of 62l. 5s. 4d.: To hold the same to the said twelve governors and their successors, for ever, of his Majesty, his heirs and successors, as of his manor of Exminster, by fealty only; and after reciting, that the said vicarage of Crediton was then void of a vicar, his said Majesty thereby gave licence to the said governors, and their successors, to appropriate to them and their successors the same church and vicarage, and the houses, edifices, lands, glebes, tithes, &c. to the same appertaining; and to hold and enjoy the same and convert the same to their proper use, to them and their successors for ever; and reciting, that William Leweson, clerk, was then the rector or incumbent of the parish church of Exminster aforesaid, his said Majesty thereby in like manner appropriated, united, annexed and consolidated to the said governors and their successors for ever, the said rectory and church of Exminster, with the messuages, lands, glebes, tithes, &c. thereunto belonging, to their proper use immediately after the said rectory should be void, by the death, resignation or deprivation of the then rector; and his said Majesty thereby granted and ordained, that the said church of the late college of Crediton, should thenceforward be the parish church of Crediton for all the inhabitants of the said parish; and for that the said village and hamlet of Sampford was far distant from the said parish church of Crediton, his Majesty ordained and granted that the chapel of Saint Swithin, of Sampford, should be a chapel annexed to the said church of Crediton, for all the inhabitants of the said village and hamlet, for the ministration of divine service and the sacraments to them by one chaplain there, from time to time for ever, and that the said governors should not convert the said chapel to any other use; and that the inhabitants of the said village and hamlet of Sampford should have the use of the burying ground, and of the church house, and priest's house, and the gardens, &c. thereunto belonging; and that they should elect from and amongst themselves, keepers or wardens of the goods and chattels of the said chapel, without impediment of the said governors or of any other of the inhabitants of the parish of Crediton; and his said Majesty thereby ordained, that the said governors should, out of the issues and profits of the vicarage of Crediton, pay for ever to the chaplain of Sampford, or to the wardens of the goods of the same chapel for the time being, for ever, for the salary or stipend of the same chaplain, 6l. 13s. 4d. with power, in default of payment, for the inhabitants and wardens of Sampford, to retain out of the issues and profits of the said vicarage and church of Crediton, arising within the said hamlet, the amount of the arrears of such stipend; and his said Majesty thereby granted, that it should be lawful for the said governors, after the rectory of Exminster should next be void and should come to their possession, to present a fit clerk to the ordinary to be vicar of the said church of Crediton, and so from time to time for ever, which clerk, when instituted, and inducted, should be perpetual vicar of the same church, and should there reside and have the cure of souls, and should do all things belonging to the office of rector or vicar, and support all other burdens to the same church of Crediton appertaining, except in repairing the chancel of the said church, as often as need should require, which said reparations his Majesty ordained should be paid and supported by the said governors and their successors, at their own proper charges and expenses; and his Majesty thereby ordained, that the said governors should for ever, every year, distribute or cause to be distributed amongst the poor parishioners of the same church of

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Crediton, a certain reasonable sum of money arising out of the fruits of the same, to be limited and assigned by the bishop and diocesan of that place; and his Majesty thereby ordained, that the said governors should endow the said vicar of Crediton and his successors, with a house convenient for his residence, and with a suitable, convenient and reasonable portion or pension, for the provision and sustenance of the same vicar and his successors, and for all other burdens and expenses by the same vicar to be supported (that is to say), with the annual pension or portion of 20l. by the year; and his Majesty thereby granted, that as soon as the said church and rectory of Exminster should happen to be void, the same governors should present to the same church a fit clerk to the ordinary of that place for the same church, and so from time to time for ever, which clerk being instituted and inducted, should be perpetual vicar of the same church of Exminster, and should there reside and have the cure of souls, and should support all other burdens to the same church belonging, except in repairing the chancel of the same, which his said Majesty ordained should be supported and paid by the said twelve governors and their successors at their own proper charges; and his Majesty thereby ordained, that the said governors should for ever, distribute or cause to be distributed, every year, amongst the poor parishioners of the same church of Exminster, after the appropriation of the same, a certain reasonable sum of money arising out of the fruits of the same church, to be limited and assigned by the bishop and diocesan of that place; and his Majesty thereby ordained, that the said governors, upon the appropriation of the said church and rectory of Exminster, should endow the vicar of the same church and his successors, with a convenient house for his residence and reasonable portion, a pension for the provision and sustenance of the same vicar and his successors, and for all other burdens and expenses by the same vicar to be supported (that is to say), with the annual portion or pension of 12l. by the year; and his Majesty thereby declared and ordained, that the said governors should find two chaplains in aid of the vicar of Crediton aforesaid for the time being, to minister divine service and the sacraments to the parishioners there in the same church, to be appointed by the said governors, and at their pleasure, for reasonable cause, expelled, and others put in their places by the same governors, and that those three of the governors who should from time to time be on the part of the village of Sampford, should, with the assent of the major part of the inhabitants of Sampford, appoint one chaplin to minister divine service and the sacraments in the chapel of Sampford aforesaid, for the inhabitants of that village, and to be from time to time, for reasonable cause, expelled, and another put in his place by such three governors with such assent; and his Majesty thereby further granted and ordained, that the said twelve governors for the time being, should have power from time to time, without fraud or deceit towards the inhabitants of the village and hamlet of Sampford, to make reasonable, equal, and impartial ordinances and decrees, to compel the inhabitants of the parish of Crediton aforesaid, to be aiding with their goods, according to their ability, in all things which should be necessary, as well for the reparations and maintenance of the church of Crediton aforesaid, and the ornaments of the same, as for the support of all other necessary matters and things of the same church, as often as should be needful, so that the inhabitants of the village and hamlet of Sampford should not be burdened in any other manner than the rest of the inhabitants of the said parish of Crediton.

Queen Elizabeth, by letters patent, bearing date 5th July, in the second year of her reign, reciting the aforesaid letters patent of King Edward VI, confirmed the same; and further, in augmentation of the maintenance of the vicar of Crediton, and of the master of the said school of Crediton, and of the other ministers of the same church, granted to the then twelve governors of the hereditaments and goods of the church of Crediton, and their successors, for ever, all and all kinds of the tithes of her Majesty's lands and possessions of St. Lawrence, in Crediton, and all and all kinds of the tithes within the same parish, then lately belonging to the several prebends of Wollesgrove, Stowford, Henstyll otherwise Hempstill, Powle, Crosse, Wodeland, Karsewell, Westsamford, Prustcomb, Aller, Credy, and Rudge, in the said county of Devon, which said tithes were then lately part of the spiritual possessions of the late college of Crediton; and also, all and all kinds of tithes of corn, grain, hay, wool, and lambs, and other tithes, oblations, obventions, profits, commodities and emoluments, ecclesiastical and spiritual, whatsoever, growing or renewing yearly, as well within the bounds and limits of the said parish of Crediton, as within the bounds and limits of the village or hamlet of Sampford, within the same parish, which were parcel of the possessions and revenues of the said late college; to hold the said tithes, &c. to the aforesaid twelve governors and their successors to their own proper use, for ever, of her said Majesty and her heirs, as of her manor of Yeartcomb, in the county of Devon, by fealty only, rendering yearly to her Majesty, her heirs and successors, 100l.; and her

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said Majesty thereby granted to the said governors, or the major part of them, of whom there should be one of the part of the village of Sampford, powers to appoint the master of the grammar school, which was to be thenceforth called Queen Elizabeth's Free Grammar School at Crediton, with a house and an annuity of 13l. 6s. 8d. and the vicar of Crediton with a house and an annuity of 30l., and ordained that the governors should find one chaplain in aid of the vicar of Crediton (two having been specified in the letters patent of King Edward VI,) with an annual stipend of 10l.; that the three governors of the part of the village of Sampford, with the assent of the major part of the inhabitants thereof, should appoint a chaplain for the chapel of Sampford, with an annual stipend of 10l., and that the governors should distribute 8l. yearly amongst four poor boys of the parish of Crediton, appointed by them to be scholars of the said school of Crediton, of the best disposition and capacity for grammatical learning, and who should most stand in need of exhibition and maintenance, equally to be divided for their help and support, such boys to be called Queen Elizabeth's Grammar Scholars at Crediton, and should also distribute 8l. yearly, equally to be divided amongst four poor men of the same parish, to be appointed by them, to be called Queen Elizabeth's Almsmen at Crediton.

By a decree, made in the court of Exchequer, 12th June, 22d James I, upon an information filed in that court by the attorney general, against the twelve governors of the goods of the church of Crediton, for having misemployed the premises granted to them by the said letters patent of King Edward VI, and Queen Elizabeth; it was declared, that the court was clearly of opinion, that the said several letters patent were granted for the good and benefit of the poor inhabitants of Crediton, and not for the benefit of the governors, and other persons of wealth and ability; and forasmuch as it appeared, from an inquisition taken by virtue of a commission issued by that court, that the lands, tithes, and premises belonging to the church of Crediton, were then of the yearly value of 1,160l.; and by a deposition taken by virtue of another commission, issued also by that court, that the part of the premises not then granted by lease was worth 600l. a year, it was ordered by the court, that the said governors should, from thenceforth, yearly, bestow, for the benefit of the poor inhabitants of Crediton and Exminster, 600l. of the profits of the said lands, tithes, and premises, and that the residue thereof should be employed by the said governors to other good and charitable uses, according to the true intent of the said several letters patent, and not converted to their own private uses, or to the benefit of other persons of wealth and ability, the said governors rendering a true account thereof yearly to the Bishop of Exeter, for the time being; and that the said 600l. should be disbursed as follows:—

	£.	s.	d.
To ten poor scholars of Crediton school (whereof Queen Elizabeth scholars should be four) equally to be divided	20	0	0
Towards the maintenance in the universities of three that should have been poor scholars of that school, to each, 6l. 13s. 4d. yearly for five years after they should come to the university, and no longer	20	0	0
To the vicar of Crediton for his stipend	100	0	0
To the curate of Crediton for his stipend	40	0	0
To the master of Crediton school for his stipend, out of which he should allow 10l. per annum to an usher, for teaching poor children of Crediton to write and read	40	0	0
To the vicar of Exminster for his stipend	50	0	0
To the vicar of Sandford for his stipend	40	0	0
	£310	0	0

And that the said governors should employ the residue of the said 600l. and other profits belonging to the said corporation, for the raising of a stock of money yearly, to be increased, for the setting of the poor of Crediton on work, and for the relief of the poor, and augmentation of the maintenance, and other charitable and pious uses specified in the said letters patent; and whereas it appeared, that parts of the said lands and tithes had been leased out by the said governors, it was ordered, that no more leases should be granted by them of any lands or tithes, but that the same, or the reasonable value thereof, should be paid yearly to the said governors, or their successors, to be employed according to the true intent of the said letters patent.

Previously to the commencement of the suit in chancery hereinafter mentioned, a yearly composition, in lieu of tithes, was paid by the occupiers of land in Crediton, Sandford, and Exminster, the amount of which had varied from time to time. An

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increase in the composition took place in 1799, and in 1803 it was raised from 1s. 6d. to 1s. 10½d. in the pound, according to the land-tax rate, which appears to have been on an estimate below the actual yearly value of the lands. It appears from the governors accounts, that the total annual amount of the composition was in 1798, 834l. 0s. 10½d; in 1799, 1,032l. 11s. 11½d.; and at the commencement of the suit, in 1808, 1,331l. 10s. 4½d.

On 30th May, 1808, an information was filed in the court of chancery, by the attorney general, at the relation of the Reverend John Rudall, vicar of Crediton, and the Reverend John White, vicar of Exminster, against the 12 governors of the church of Crediton, in their corporate capacity, and against John Gorwyn, Sir John Chichester, baronet, Richard Melhuish, James Buller, John Harris, John Yarde, Thomas Hugo, John Sillifant, Samuel Rudall, William Harris, John Francis, and Richard Hippesley Tuckfield, the then governors. The chaplains of Crediton and Sandford, and the master of the grammar school at Crediton, were also made defendants in the suit, the principal objects of which appear to have been, that the tithes might be taken in kind, or let or compounded for at their fair value; that such of the defendants as were governors might account for the value of the tithes of the lands in their respective possessions, or in the occupation of their tenants, for such time as the court should direct; that the stipends of the clergy and schoolmaster, and the allowances to the poor scholars might be augmented; and that proper directions might be given for the regulation of the charity, and the application of its funds.

The cause first came before the court on 9th August, 1808, upon a motion made by the relators, for the appointment of a receiver of the tithes and rents belonging to the charity, when upon the defendants, the governors, offering to give notices to determine the existing compositions for the tithes, it was ordered that such notices should be given, and that an account of such compositions, and of the notices so given, should be delivered to one of the masters of the court, who should inquire and state to the court, in what manner, and on what terms, the tithes could be let or compounded for, most beneficially for the purposes of the charity.

The answers of the defendants were filed in November, in the same year.

On 7th July, 1809, a decree was made in this cause by the lord chancellor, by which it was declared, that such of the then governors as were owners of lands in Crediton, Exminster, or Sandford, either occupied or let by them, and as had been governors on 30th May, 1802, being six years antecedent to the filing of the information, should be charged with the full value of the tithes of such lands during that period, and that such of them as had become owners of lands and governors at any periods subsequent to the said 30th May, 1802, should be so charged from such subsequent periods respectively. And it was referred to the master to ascertain the value of the tithes so due, having regard to what the said governors had already paid in respect thereof, and also to ascertain the value of the tithes of Crediton, Sandford, and Exminster, and to appoint surveyors for that purpose, and to consider and approve of a plan for letting or compounding for the tithes, and to state whether any and what increase ought to be made to the salaries respectively of the several clergymen and the schoolmaster, and to consider and approve of a scheme for the future regulation of the charity, and for the application of the surplus revenue thereof; and any of the parties were to be at liberty to lay proposals before the master for the said purposes; and any of the parties in a cause mentioned in a subsequent part of this Report, relating to the charity of Sir John Hayward, were also to be at liberty to lay proposals before the master, for the said purposes, as far as respected any of the matters mentioned in a report made by the said master, dated 30th March, 1809, to which he was to have regard in considering the said scheme; and it was further ordered, that the master should inquire and state what debts were due from the said Crediton charity, and whether the vicarage-house at Crediton, and the house belonging to the chapelry of Sandford respectively, ought to be rebuilt, and what would be the expense thereof; and the master was to be at liberty to make separate reports, as to various branches of these inquiries.

In 1810 a valuation of the tithes was made by three surveyors, appointed by the master, the amount of which was as follows:—

	£.	s.	d.
The tithes of Crediton	2,368	9	3
Sandford	1,544	5	0
Exminster	1,062	4	2
	£4,974	18	5

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The master also, in the same year, approved of a proposal made by the governors, to compound with the occupiers of lands for their tithes, from year to year, according to this valuation, and in case of the refusal of any of the occupiers, to let their tithes at the best rent. The terms of composition were accepted by the persons liable to the payment of tithes, except in two instances of occupiers of land in the parish of Crediton, against whom the governors found it necessary to adopt legal proceedings, and they obtained a decree for the value of the tithes due, after which the same persons still refused to accede to the composition, and after an unsuccessful attempt to let those tithes by auction, they were taken in kind by the governors till 1816. In that year, upon the petition of the governors, the whole of the tithes were, with the approbation of the master, and the sanction of the court, revalued, and new compositions for them entered into with the occupiers, according to such valuation, at the following reduced amount :—

	£.	s.	d.
Crediton	1,477	7	5
Sandford	977	7	11½
Exminster	645	11	4½
	£3,100	6	9

The following alterations have since been made in the compositions, under the same authority :—

	1818.			1820.			1823.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Crediton	1,672	16	9	1,563	3	3	1,223	3	11
Sandford	1,104	13	0	999	17	2	791	6	9
Exminster	742	7	6	669	0	7	535	18	1
	£3,519	17	3	3,232	1	0	2,550	8	9

The last mentioned composition was approved of by the master, upon the valuation and affidavit of a surveyor, dated in April, in the present year, but is to continue for the current year only, from Michaelmas 1822 to Michaelmas 1823, when it may reasonably be expected that an improvement in the value of the tithes will have taken place. It will be seen, that the amount of the last valuation is little more than one-half of that which was made in 1810.

The total number of tithable acres in the three places is nearly 20,000.

In addition to the tithes, the governors have an estate in the parish of Exminster, called Towsington or Pottles, which is supposed to have passed to that body under the general words of the original charter from the crown. It consists of a house and out-buildings, and about 110 computed acres of land, and is now in the occupation of Richard Lee, under a lease for ten years from Lady-day 1822, at the yearly rent of 170l. the tenant covenanting to repair the premises, and pay rates and taxes. This letting was by auction, and the tenant has made an application to the governors for an abatement of his rent, with which it is apprehended it will be necessary to comply. The previous rent of this estate was 150l. per annum, for a term of 14 years, but it had been found necessary to reduce it for several years to 130l. There is some growing timber on this estate. A fall of timber took place there, under the direction of the governors, in 1803, and in the same year the vicarage house at Exminster was rebuilt, at an expense to the trust of 1,002l. 4s. 2d. The house on the estate was rebuilt during the last year, at an expense of 467l. 11s. 11d.

The vicar of Exminster, in addition to the stipend which he receives from the governors, as hereinafter mentioned, has some glebe land attached to his vicarage.

There is no property either in Crediton or Sandford producing any income to the trust, except the tithes. The annual rent of 25s. 4d. granted by the charter of King Edward VI, and there described as issuing out of the lands of Sir Thomas Darcye, knight, in Crediton, is not now received, nor is it known out of what lands it was payable. A public-house, adjoining to the church yard, which used to be let by the governors at 16l. per annum, being considered a nuisance in that situation, was pulled down, under their directions, about ten years ago, and the site thereof added to the church yard, which required enlargement. The residue of the property in the parish of Crediton consists of—

1.—A house and garden, and a field, of

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about one acre, appropriated to the use of the vicar of Crediton.

2.—A house and garden, appropriated to the use of the chaplain of Crediton.

3.—A house, appropriated to the habitation of the master of the grammar school. The grammar school itself adjoins to the church, having formerly been a chapel.

4.—A house, formerly occupied by the person who held the offices of parish clerk, and master of the English school, but now by the master of Dunn's school, hereinafter mentioned.

5.—A house, occupied by the sexton.

6.—A range of small houses, used as poor-houses.

7.—A small house, which was occupied by the widow of the late parish clerk till the time of her death, which took place a few months ago.

At Sandford, a house, belonging to the trust, is appropriated to the residence of the chaplain of that place.

All the above mentioned buildings are repaired by the governors, and are stated to be in good condition. In pursuance of several orders of the court of chancery, in the course of the above mentioned suit, the house of the vicar of Crediton has been rebuilt, at an expense to the trust (including 180l. paid for the purchase of a piece of land adjoining to the premises, and added to them) of 2,500l. 5s. 1d.; the house of the chaplain of Crediton, at an expense of 1,026l. 5s. 4d.; and that of the chaplain of Sandford, which was burnt down after the commencement of the proceedings, at an expense of 1,345l. 13s.

The advowson of the rectory of Kennerleigh, a parish about five miles from Crediton, of the annual value of about 100l. is vested in the governors, and is understood to have formed a part of the prebend of Wollesgrove, mentioned in the charter of Queen Elizabeth. The present incumbent of this rectory is the grammar schoolmaster, who performs the duties of it; and it was also held by his immediate predecessor, but is not considered to be necessarily attached to that office.

In pursuance of that part of the decree of 7th July, 1809, whereby it was referred to the master to ascertain the value of the arrears of tithes, with which it was thereby declared, that such of the governors, as were owners of lands in any of the three parishes, should be charged for the times therein mentioned, previous to the information being filed, the master, by a report, dated 2d December, 1814, and afterwards confirmed, certified that there was then due from—

	£.	s.	d.
Richard Melhuish	111	18	1
James Buller	696	4	2¼
John Yarde	84	17	5
Thomas Hugo	8	16	7½
John Sillifant	322	5	6
Samuel Rudall	32	12	11
Richard Hippisley Tuckfield	9	7	0
	£1,266	1	8¾

All which sums have been paid into court, to the credit of this cause, with the exception of that which was reported due from Samuel Rudall, who died after the date of that report, the proceedings not having been revived against his representatives. John Gorwyn, one of the Governors, had died after the date of the decree, and before that of the master's report, and the proceedings not having been revived against his representatives, the arrears due from him were not included in that report. Out of the money thus paid into court, a sum of 749l. 15s. 1d. being part of the relator's costs, has been paid to them, under the orders of the court.

It appears, from the documents in the possession of the governors, that, in 1679, the stipends of the vicar of Exminster, and the chaplains of Crediton and Sandford, were increased, from the sums mentioned in the decree in the court of Exchequer, 22d James I, to 80l. each per annum, that of the vicar of Crediton being continued as before, at 100l. per annum. In 1797, the vicar of Crediton's stipend was raised to 125l.; and in 1798, all of them were increased to the following amounts:—

	£.	s.	d.
The vicar of Crediton	160	0	0
The vicar of Exminster	110	0	0
The chaplain of Crediton	110	0	0
The chaplain of Sandford	110	0	0

It does not appear, that the annual sum of 10l. which, by the decree of 22 James I, was to be allowed out of the stipend of 40l. thereby directed to be paid to the

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grammar schoolmaster for an usher, for teaching poor children of Crediton to write and read, was ever paid to the master, who continued to receive 30l. per annum, at the commencement of the proceedings in chancery in 1808.

By an order made in the said cause, on 19th March, 1812, a report of the master, dated the 6th of the same month, was confirmed, by which he approved of the annual stipends of the clergymen, being increased to the following amount :—

	£.	s.	d.
The vicar of Crediton, to	400	0	0
The vicar of Exminster, to	250	0	0
The chaplain of Crediton, to.....	200	0	0
The chaplain of Sandford	200	0	0

And of an annual allowance being made to the master of the grammar school of 5l. for each day scholar of Crediton or Sandford, educated by him, in addition to his stipend of 30l.; and by the same order, it was declared that the confirmation of the said report should be without prejudice to the future application of the parties for a further increase of their salaries, if circumstances would admit thereof; and it was thereby ordered, that the governors should in future pay the increased salaries and allowances, and that such salaries should commence from Michaelmas 1809.

The right of presentation to the vicarages of Crediton and Exminster is exercised by the 12 governors, as vacancies occur; and the chaplain of Crediton is appointed by them. Under some proceedings in the court of chancery, which took place about 1737, respecting the appointment of the chaplain of Sandford the three governors appointed for Sandford, when a vacancy occurs, nominate a chaplain, who is submitted to the inhabitants of that place for their approbation or rejection. In the event of his rejection, it is directed that another should be nominated, in like manner, by the same governors; but we do not find that any such instance has occurred.

The master of the grammar school is appointed by the 12 governors. The above-mentioned allowance of 5l. per annum for each day scholar is paid to him by the clerk of the governors, upon quarterly returns of the number of such boys, which has of late varied from about 20 to 25; one guinea per annum is also paid to the master as a gratuity, by the parents or friends of each day boy. The master's house has accommodations for boarders, of whom he had at the time of our investigation (May 1823) between 20 and 30. All the boys of the school receive a classical education.

The three exhibitions at the Universities, of 6l. 13s. 4d. each, under the decree of 22 James I, are in the gift of the governors; the necessary qualifications of the candidates being, that they should be the sons of inhabitants of the parish of Crediton, that they should have been educated at the grammar school, and should be members of one of the Universities. They are allowed to hold the exhibitions five years. For the last few years there has been the full number of three exhibitioners; but it has frequently happened that there have been none upon this foundation, from a want of candidates.

By the charter of Queen Elizabeth, the annual sum of 8l. was directed to be distributed amongst four poor scholars of the grammar school; and by the decree of 22 James I, this allowance was ordered to be increased to 20l. and to be divided amongst 10 poor scholars. The sum of 8l. only is now given amongst four poor boys in the grammar school, appointed by the governors, called Choristers; and no trace is found of this allowance having been extended to a larger number, in pursuance of the directions of that decree.

Four poor almsmen, appointed by the governors as vacancies occur by death, and selected from the deserving labouring poor of Crediton, not having relief from the parish, receive eight guineas each per annum. Their pensions were raised from 4l. each about 10 years ago. It does not appear at what previous period they had been raised from 2l. each, the sum specified in the charter of Queen Elizabeth. These almsmen have no habitations allotted to them under the charity. If any of them apply for, and receive parish relief, they are considered disqualified to hold the situation of almsmen.

The annual sum of 4l. used to be paid to the parish officers of Exminster, towards the support of the poor of that parish; which payment probably arose from the directions in the charter of King Edward VI, that the governors should every year distribute, or cause to be distributed, a reasonable sum of money amongst the poor of that parish; but this, we are informed, has been discontinued since the governors have been charged with poor's rates for the tithes there. The payment in aid of the school at Exminster was increased a few years ago, from four guineas to 10l. and for the last two years, to 15l.

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The other annual payments made by the governors out of the trust funds in their hands, will appear from the following summary of the expenditure for the year ending 21st December, 1822 :—

	£.	s.	d.
Stipend of the vicar of Crediton	400	0	0
Do. of the vicar of Exminster	250	0	0
Do. of the chaplain of Crediton	200	0	0
Do. of the chaplain of Sandford	200	0	0
Do. of the master of the grammar school of Crediton	30	0	0
Paid to do. for instructing day scholars of Crediton or Sandford at 5l. each per annum, according to quarterly returns	121	5	0
To two exhibitions at 6l. 13s. 4d. each; there were three exhibiitons last year, but the third was not paid till after this account was made up	13	6	8
To four poor scholars of Crediton school, 2l. each	8	0	0
Towards the support of the United English School and Blue School of Crediton	20	0	0
To the schoolmaster of the same schools, in addition to his salary	7	0	0
To the Sunday schools at Crediton	12	10	0
To three small schools in Sandford, 50s. each	7	10	0
In aid of a school in Exminster, principally supported by voluntary contributions	15	0	0
To four almsmen of the parish of Crediton, at eight guineas each	33	12	0
Repairs of the church and chancel of Crediton, the houses of the vicars and chaplains, the farm-house and buildings at Exminster, the poor-house, and other houses at Crediton	865	16	10½
Insurance from fire of the clergymen's houses	9	17	0
Land-tax for the tithes of Crediton, Sandford, and Exminster	63	9	8
Poor's rates and highway rates for Crediton	518	5	10½
Sandford	282	11	3
Exminster	74	13	2
Exminster tenths and fee-farm rent	6	17	6
Rent reserved by the charter of Queen Elizabeth to the crown, and paid to Sir John Davie, bart. 100l. (land-tax deducted 20l.)	80	0	0
Chief rent payable out of the grammar schoolmaster's house, 1l. 8s. 6d. deducting 10s. received as a chief rent in respect of the same premises		18	6
Salary of the parish clerk of Crediton	22	2	0
Do. of the sexton of do.	6	16	0
Do. of a person for cleaning and taking care of the church and the governor's room attached thereto	6	11	0
Paid to the ringers of Crediton	8	8	0
Salary of the clerk of the governors	31	10	0
Paid to do. for receipts, postages, &c.	7	7	0
Law expenses	76	14	5
Expenses of the annual meeting of the trustees	10	0	6
Sundries, including bills for bread and sacramental wine	40	9	6
Interest at 5l. per cent. on sums borrowed by the governors, including a payment of 30l. part of the principal	116	19	0
	£3,547	10	11

The sum stated in the summary to be paid for the repairs of the church of Crediton, and the various houses belonging to the trust, is much larger than the usual average, as it included the sum of 467l. 11s. 11d. before stated to have been paid for rebuilding the farm-house on the estate at Exminster. The average amount of all the repairs may be stated to be about 400l. A new gallery was erected in Crediton church about two years ago, by the directions of the governors, at an expense of 303l. 9s. 6d. The church of Exminster, and the chapel of Sandford, are repaired by church rates, raised upon the inhabitants of those places respectively.

Previously to the payment of the increased compositions for the tithes, made under the orders of the court of chancery, the governors were assessed to the parish rates, for the houses at Crediton belonging to the trust, but not for the tithes in either of the three places; but from the year 1811 they have been assessed for the tithes; and it will be seen by the above stated summary, that the amount of poor's rates and highway rates, particularly in Crediton and Sandford, forms a very considerable deduction from the

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income derived from the tithes. We are assured, however, that the sums raised throughout both these places for the maintenance of the poor are very large, and that the proportion in which the tithes of Crediton are rated, was fixed upon a valuation made by a surveyor in 1819, for the purpose of equalizing the rate in that parish.

From the statement which we have given, after making an allowance for the unusually large sums charged under the item of repairs in the account of the last year, we are induced to apprehend, that the expenditure will, in the present year, exceed the income of this trust, which has suffered a considerable diminution in consequence of the last reduction of the composition for tithes. Every attention ought therefore to be given by the governors, to the state of the finances of the trust.

Mr. John Smith, solicitor of Crediton, the present clerk of the governors, in consideration of his salary of 30 guineas, collects the compositions for tithes in the different parishes, and is employed in the management of the general business of the trust, under the directions of the governors, one of that body being annually, in rotation, appointed to the office of warden, whose duty it is to superintend the expenditure. The law expenses arise principally from proceedings, instituted under the directions of the governors, against the occupiers of land who neglect or refuse to pay their respective compositions. At the time of our inquiry, there were arrears of tithes due to Michaelmas, 1822, amounting to 569l. 8s. 2d. in respect of which, if not paid, it was proposed to commence proceedings without delay.

The Governors hold an annual meeting in November, for the appointment of a warden, when they dine together, the clergyman and the master of the grammar-school being also usually present; and the expense of this meeting is charged in the accounts. They also hold meetings in December, for the purpose of paying the various bills of the year; in January, for the distribution of the charitable gifts hereinafter mentioned, of which they are trustees; and in the course of the spring, for the purpose of examining and auditing the accounts of the preceeding year. No expense is incurred to the trust at any of these meetings, except that in November, nor at any other occasional meetings which take place when thought necessary.

Upon the last audit of accounts, in March, 1823, there was a balance due to Mr. Smith, of 34l. 7s. 4½d.

The governors are elected, as vacancies occur, by the survivors, from the inhabitants of Crediton or Sandford, as the case may be, the number of three being always kept up in the latter place, as directed by the charter of King Edward VI. In the item of sundries in the summary, is included the sum paid for the distribution of bread, hereinafter mentioned, in the account of Sir John Acland's gift, in respect of which the annual sum of 2l. 12s. is received by Mr. Smith, from the town clerk of Exeter, and carried to the general account of the governors.

The debt due from the governors, upon which interest is charged as being paid, arose, 1st. from sums amounting to 1,100l. borrowed by the governors, from various persons, in 1794 and 1795, towards defraying an expense of more than 2,000l. which was incurred about that time in new seating and roofing the church of Crediton;—2dly. from 100l. being the price of several cottages adjoining the house of the master of the grammar-school, purchased by the governors in 1802, the site of which was added to the schoolmaster's premises;—and, 3dly, from sums borrowed from various persons from 1800 to 1809, amounting to 2,300l. 15s. a considerable part of which was expended in rebuilding the vicarage house at Exminster, and in enlarging and improving the grammar schoolmaster's house at Crediton. Parts of the sums thus borrowed have been repaid from time to time. The last sum thus discharged was 30l. paid in 1822, by which the debt was reduced to 1,720l. its present amount.

The costs which have been paid out of the funds of this trust in the suit in chancery, from its commencement in 1808 to the present time, under the orders of the court, have amounted to the large sum of 3,150l. including 749l. 15s. 1d. part of the relator's costs, paid out of the arrears of tithes charged upon the governors, as before stated.

No scheme has yet been arranged before the master in chancery for the general regulation of this trust, under the decree of that court, in 1809. This delay has arisen partly from the reduction of the value of the tithes, in consequence of the depreciation of agricultural produce, but principally from the affairs of this trust being involved, under that decree, with the charity of Sir John Hayward, the particulars of which we shall next proceed to state. It will be seen, that the latter difficulty is now in great measure removed by the order made by the court in the last mentioned charity, in January, 1822, which is, however, subject to alteration, in case of there being a surplus of income arising from this trust. In the present state of circumstances, it does not appear probable that there will be any such surplus; and it seems to us very desirable, that as soon as a competent judgment can be formed of the average income which may be expected to arise in future from the tithes, a scheme

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should be brought under the consideration of the master, and the proceedings in chancery, for the present at least, brought to a termination.

SIR JOHN HAYWARD'S CHARITY.

Sir *John Hayward*, knight, of Rochester, in the county of Kent, by indentures of lease and release, bearing date 29th and 30th August, 1635, granted to Edward Pierce and William Lewis, and their heirs, the manor of Minster, in the Isle of Sheppey, in the county of Kent, and a messuage and lands, called Wybons, in the parish of Minster, and several parcels of land there, called Westfield, and the creeks, oyster lands and fishings called Crey Deep (in default of heirs of the body of the said Sir John Hayward, or of his appointment by will or deed), upon trust, to make sale thereof, or otherwise settle the same for erection of workhouses to set the poor on work, and otherwise for the relief of the poor, in such parishes, and in such manner, as Sir Richard Buller, knight, Francis Buller, Henry Clarke, and Edmond Parbo, esquires, or the survivors or survivor of them, their heirs or assigns, should think fit, so as the parish of St. Nicholas Rochester, wherein the said Sir John Hayward then dwelt, should be one of the said parishes, and to none other uses or purposes whatsoever.

Sir John Hayward died in 1636, having by his will, dated in that year, charged the said premises, called Westfield, with an annuity of 4l. for the benefit of the parish of St. Alphage, in the city of London, but not having appointed any other use of the said manor or lands.

By indentures of lease and release, bearing date 8th and 9th November, 1651, the said manor and lands were conveyed by the said Henry Clarke, and Francis Clarke, his son, to the said Francis Buller, and John Buller, his son, and their heirs, to the use of all the parties thereto, upon the aforesaid trusts; and by deed, bearing date 28th November in the same year, the said trustees consented and agreed with George Robinson, mayor of Rochester, and seven others, of that city, that an annuity of 50l. should be paid to them out of the rents of the trust premises, to be employed in the erecting of a workhouse in the said city, or otherwise employing the poor people of the said parish of St. Nicholas, and in raising and continuing a stock of money and provisions for that purpose, or otherwise, and in such manner as the said Francis Buller and the other trustees should direct; with a proviso, that if the said annuity should be unemployed, or disposed of to any other use, the said agreement should cease.

In 1692, the said John Buller (in whom the above mentioned manors and lands had then become vested), by indentures of lease and release, bearing date 16th and 17th February in that year, in which it was recited, that he lived so remote from the trust premises, that he alone had no opportunity of taking due care in managing the same, and that Francis Barrell lived near thereto, and had undertaken to assist in the management thereof, conveyed the said premises to the use of the said John Buller and Francis Barrell, and the right heirs of the said John Buller, upon the trusts mentioned in the deeds of 1635.

Until the commencement of the proceedings in chancery, hereinafter mentioned, the general management of this charity continued under the care of the descendants of the said John Buller; and the annuity of 50l. was paid by them to the parish of St. Nicholas Rochester, till Michaelmas, 1791.

In Easter term, 1793, an information was filed in the court of chancery, by the attorney general, at the relation of Dr. William Buller, then Bishop of Exeter, against James Buller, of Downes, in the parish of Crediton, esquire, the mayor and citizens of Rochester, and several persons, being then churchwardens and overseers of the said parish of St. Nicholas Rochester; and by a decree, made in that cause by the master of the rolls, bearing date 21st July, 1794, it was declared, that the charity mentioned in the deeds of 1635, ought to be established; and it was ordered, that it should be referred to one of the masters of the court to take an account of the rents and profits of the trust-estate come to the hands of the said James Buller, and to inquire and state of what the trust-estate of Sir John Hayward consisted, and the annual value thereof; and any of the parties were to be at liberty to lay a scheme before the master for carrying the charity into execution.

On the 11th March, 1799, after two reports, made in 1796 and 1798, by the master, to whom this cause was referred, an order was made by the court, that the charity estates, comprised in the deeds of 1635, should be sold by public auction, and the purchase money paid into the bank, and laid out in three per cent. bank annuities; and that the dividends to become due thereon should be paid to the defendant, James Buller, and applied by him, for the charitable purposes before mentioned, until the further order of the court; and any of the parties were to be at liberty to lay a scheme before the master for carrying on the charity in future.

On the 14th August 1802, the master reported, that the estates had been sold, at sums amounting together to 12,621l. which had been laid out in the purchase of three per cent. annuities, in the name of the ac-

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countant general; and that the several parties had, for the present, declined to lay any scheme before him.

The stock thus purchased consisted of 11,808l. 8s. 1d. consols, and 7,950l. 16s. 4d. reduced. At a subsequent period (1813), the reduced stock then remaining, was sold, and the produce thereof invested in consols.

On the 14th July 1803, it was ordered, upon the petition of the said James Buller, that the master should be at liberty to receive proposals for carrying on the said charity, and to make a separate report as to the purchase of any ground fit for the purpose.

On 20th January 1804, the master reported, that he had been attended by the solicitors for the relator and for the defendant, James Buller; no person having attended on behalf of any of the other defendants, although their clerk in court was duly summoned; and that the two fields, called the Paignton Field, and the Golden Joy, the former of which contained 4A. 1R. and the latter 5A. situate in the parish of Crediton, were fit to be purchased, at the sum of 960l. for the purpose of erecting the necessary buildings for carrying on the said charity; and thereupon a further order was made, that the defendant James Buller, should be at liberty to purchase the said fields, to be paid for with so much of the stock standing to the credit of that cause, as, with 689l. 2s. 8d. cash (being dividends on the said stock), would raise the sum of 960l. for the said purchase, and that the master should approve of the conveyance.

The said two fields were accordingly purchased, and conveyed by indentures of lease and release, bearing date 10th and 11th August 1804, to the defendant, James Buller, and three others, and their heirs, upon trust, out of the monies arising by the sale of the before mentioned estates, under the direction of the court, to erect on the said fields good and convenient workhouses, hospitals, and other buildings, for the relief of such parishes, and according to such scheme as the court should think fit.

By a report, bearing date 17th July 1805, the master certified, that he had considered and approved of a scheme, laid before him by the solicitors for the relator and the defendant, James Buller (no person having attended for the other defendants, although their clerk in court was summoned), by which it was proposed, that there should be erected upon the said fields purchased at Crediton, a workhouse or school of industry, with accommodations proper for carrying on the said charity; that a part of the produce of the sale of the charity estates should be applied in erecting and fitting up the necessary buildings, the amount of the expense of which was estimated at 2,448l. 16s. 2d.; and that, with the income arising from the residue of the funds of the charity (which would amount, after payment of the costs of the suit, to about 480l. per annum), there should be maintained in the proposed establishment at Crediton, 24 persons; viz. two old men, two old women, ten boys, and ten girls; and that there should be allowed a salary to a man and his wife, qualified to superintend the charity under the direction of the trustees, and to instruct the children in reading, writing, and accounts, the boys in different trades, and the girls in spinning, knitting, and other work; the computed expense of which establishment was estimated at 467l. per annum, including an allowance of 20l. to be paid for apprentice fees, on account of the objects of the said charity, and the like sum for two apprentice fees for poor children belonging to the parish of St. Nicholas Rochester; and that a body of statutes for the regulation of the charity should be prepared by the trustees named in the before mentioned deeds of lease and release of 1804, with the approbation of the court.

On 12th August, 1805, an order was made, by which this report was confirmed, and it was referred to the master to consider and approve of a proper settlement and statutes for the said charity at Crediton, and to see the same executed.

In Trinity term 1806, a petition was presented to the court from the mayor and citizens of Rochester, and the churchwardens and overseers of the poor of the parish of Saint Nicholas, stating that the soliciter employed by them in the suit had attended at the master's office upon some few of the warrants taken out in the progress thereof, but that he had afterwards become embarrassed in his circumstances and disordered in his intellects, and that the petitioners had not been informed of the above mentioned proceedings; and further stating, that they were advised, that under the before mentioned deed of 28th November, 1651, they were, as trustees for the said parish of Saint Nicholas, entitled to 50l. per annum from the said trust funds, and that as the income thereof had greatly increased, they were also entitled to a farther allowance out of the same, and praying that the master might be directed to review his report of 17th July, 1805, as to the approval of a scheme for carrying on the said charity.

On 5th August, 1806, the master was ordered to review his last mentioned report; and on 28th July, 1807, he made a farther report, whereby, after stating various documents and facts relating to the charity of Sir John Hayward, and that the defendant, James Buller, had, in pursuance of the said order of 12th August, 1805, proceeded to erect the buildings at Crediton, and had dis-

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berred on account of the said charity 2,758l. 7s. 8½d. and that the trustees had brought before the master a copy of statutes for the regulation of the charity, which he had approved; and that they had also prepared a deed of settlement of the said charity and that ten boys and ten girls, three elderly men and two elderly women, had been, in July, 1806, admitted on the establishment, and had been maintained out of the proceeds of the charity, and that a master and matron had been engaged to superintend the establishment and teach the children, and that there then remained in the name of the accountant general, in trust, in the said cause, 7,950l. 16s. 4d. 3 per cent. reduced, and 10,751l. 3 per cent consols, which produced (after deducting property tax) the annual sum of 504l. 19s. 4d. which funds were subject to a deduction for subsequent costs, and that the annual sum of 467l. part of the said income, was appropriated for carrying into execution the plan before mentioned; he certified his opinion, that under all the circumstances of the case, no farther claim on the part of the parish of Saint Nicholas Rochester should be admitted to the prejudice of the scheme approved of by his former report, and confirmed by the court, and which had then been in part carried into effect.

Exceptions having been taken by the mayor, &c. of Rochester to this report, and the defendant, James Buller, having presented a petition, praying that it might be confirmed, a farther order was made on the 4th August 1807, on hearing the said exceptions and petition, that the master should review his report, having regard to the deeds of 1625 and 28th November 1651, and to the circumstances specified in the same order, and he was to consider his report of 17th July 1805, as if the same had not been confirmed by the court.

On the 23d June 1808, the master reported, that he had reconsidered his report with reference to the documents and circumstances pointed out by the last-mentioned order, and that he was of opinion that there should be paid annually to the said parish of Saint Nicholas 50l. and no more, to be applied for the relief and benefit of the poor thereof, that being the sum allotted to them by the deed of 1651, which had been acted upon to Michaelmas 1791, and that there should be paid to the said parish out of the charity funds, the sum of 825l. being the arrears due to such parish from Michaelmas 1791, in respect of the said 50l. per annum, when the last payment thereof was made to the Lady-day preceding that report.

Upon this report being made, the mayor, &c. of Rochester, took exceptions to it, that a larger annual sum than 50l. bearing a proportion to the increased income of the charity since 1651, ought to be allotted to the parish of Saint Nicholas, and a petition was presented by the relator, and the defendant, James Buller, stating the annual income of the charity and the expense of carrying on the above mentioned establishment at Crediton, and that if the said annual allowance of 50l. and the arrears thereof, should be paid to the parish of Saint Nicholas, the annual income applicable to the establishment at Crediton, would be reduced to about 380l.; and therefore praying, that if the court should be of opinion, that the said allowance ought to be made to the said parish of St. Nicholas, it might be referred to the master, to inquire whether it would be proper that the establishment at Crediton should be continued, and that if he should be of opinion that it ought not to be continued, he might be at liberty to receive proposals for a new scheme for carrying on the said charity, with so much of the funds as should not be appropriated to the parish of St. Nicholas Rochester.

The last mentioned exceptions and petition came on to be heard before the lord chancellor on the 15th of August 1808, being a few days after the application had been made to the court in the cause of the attorney general against the twelve governors of Crediton, for the appointment of a receiver, as stated in a former part of the present Report, when it was ordered by his lordship, that the master of the vacation should look into the proceedings in the cause of the attorney general against the twelve governors of Crediton, and report how far the trust funds in that cause, could, consistently with the trusts thereof, be applied in maintaining the said charity at Crediton, to which the master to whom the cause of the attorney general against Buller and others, had been referred, had reported it proper to apply the trust funds of Sir John Hayward's gift.

On 30th March, 1809, a report was made by the master, in pursuance of the order of 15th August, 1808, by which he certified, that upon consideration of the several matters set forth in his report, he conceived that the trust funds in the cause of the attorney general against the twelve governors of Crediton, could, consistently with the trusts in that cause, be applied in maintaining the said charity at Crediton.

By another order of the court, made 31st May 1809, upon a petition of the mayor, &c. of Rochester, for confirming the last mentioned report, directions were given for the taxation and payment of the costs out of the funds in the first mentioned cause, and the rest of the petition was to stand over till the hearing of the other cause.

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By the decree, made 7th July 1809, in the cause of the attorney general against the twelve governors of Crediton, of which we have already given a short abstract, it was ordered (amongst other things) that any of the parties in the cause of the attorney general against Buller and others, were to be at liberty to lay proposals before the master, for the scheme which he was to consider for the future regulation of the Crediton charity, so far as respected the matters mentioned by him in his report, of 30th March 1809.

For several years after this decree, no farther proceedings took place in the cause of the attorney general against Buller and others, it being expected that the land and buildings at Crediton would be purchased, and the establishment there maintained out of the funds in the cause of the attorney general against the twelve governors of Crediton; but it being at length found, that in consequence of the decreased value of the tithes, there was no prospect of a surplus to be applied to those purposes, the defendant, James Buller, in Hilary term 1818, presented a petition to the lord chancellor, praying that the costs of all parties might be taxed and raised by sale of part of the bank 3 per cent consols, standing to the credit of that cause; that the sum of 1,350l. being the amount of the arrears of the said annual sum of 50l, might also be raised in the same manner, and carried to a separate account, to be intituled, "The Churchwardens and Overseers of the parish of Saint Nicholas Rochester;" that one-fourth part of the residue of the stock, after such sales, might be carried to the same account, that the said sum of 1,350l. and the stock so transferred, might be appropriated to the use of the poor of Saint Nicholas Rochester, in such manner as the court should approve, and that the remaining three-fourths of the stock might be applied to the support of the establishment at Crediton.

In Trinity term 1819, a counter petition was presented by the mayor and citizens of Rochester, and the guardians of the poor of the parish of Saint Nicholas Rochester, appointed in pursuance of an act of 49 George III, including the churchwardens and overseers of the poor thereof, whereby, after stating that the said defendants had, in June, 1814, left in the master's office a state of facts, and a proposal that the sums which had been paid for purchasing the fields at Crediton, for erecting the buildings, and for the support of the establishment there, out of the funds in the cause of the attorney general v. Buller, and others, should be repaid out of the surplus of the annual produce of the funds, in the cause of the attorney general v. the twelve governors of Crediton, and that the funds in the former cause should be altogether exonerated from the maintenance of the said Crediton establishment; and also stating, that no report had been made by the master as to the regulation of the Crediton charity, and that it was then alleged that, owing to the depreciation of the value of land and tithes, the revenues in the cause of the attorney general against the twelve governors of Crediton, were become inadequate to the primary objects of that charity, and were not likely to afford any surplus; it was prayed, that the arrears of the before mentioned annual sum of 50l. with interest, might be paid to the said guardians of the poor from Michaelmas 1791; that the lands and buildings at Crediton, with the furniture, and other things purchased out of the charity funds, might be sold, with the approbation of the master, and the monies to arise from such sales paid into the bank, in trust, in that cause, that the same proportion of the funds, as the annuity of 50l. bore to the amount of the income of the charity estate in 1651, might be transferred to the account of the said guardians, and that it might be referred to the master to approve of a scheme for the future regulation of the said charity.

By an order, made by the lord chancellor on both the last mentioned petitions, on 16th January, 1821, it was ordered, that the sum of 1,475l. being the arrears of the said annuity of 50l. from Michaelmas, 1791, should be raised by sale of part of the funds in court, and paid to the then churchwardens and overseers of the poor of St. Nicholas Rochester, that one-fourth part of what would remain of 22,899l. 0s. 3d. bank three per cent. annuities, being the trust funds standing to the credit of the cause of the attorney general v. Buller, and others, after sale of part thereof, for the payment of the costs, which were thereby ordered to be taxed, and of the said arrears of the annuity, should be carried over in the name of the accountant general, in trust, in that cause, to the account of the churchwardens and overseers of the poor of the parish of St. Nicholas Rochester, who were to be at liberty to apply to the court for the appropriation of the interest thereof, for the benefit of the poor of that parish, conformably to the foundation of Sir John Hayward: And it was ordered, that the interest thereafter to accrue of the remaining three-fourths of the residue of the said 22,899l. 0s. 3d. three per cents, should be paid to the defendant, James Buller, till further order, who was to be at liberty to apply the same in the maintenance of proper objects in the establishment at Crediton, but subject, and without prejudice, to any application to be made to the court respecting the future appropriation of the said

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residue, when and if it should appear that the estates, vested in the 12 governors of Crediton, should produce a surplus income capable of supporting or contributing to the support of the said establishment there: And it was ordered, that an affidavit of the amount of rents and profits of the said estates should be annually made before the master, and that in the event of the death of any of the persons upon the Crediton establishment, the said James Buller should not fill up the vacancies without application to the court, and further order.

In pursuance of this order, 2,895l. 4s. 3d. part of the above mentioned 22,899l. 0s. 3d. bank three per cent annuities, were sold, for raising the said costs and arrears, and 5,000l. 19s. being one-fourth of the residue thereof, were carried over to the account of the churchwardens and overseers of Saint Nicholas Rochester, as above directed, whereby the remaining stock was reduced to 15,902l. 17s. which was subsequently increased to 16,000l. by a transfer, made by the said James Buller, of stock purchased by him, under the authority of the court, out of the surplus income of the said charity funds.

By another order, made in the said cause, on 22d January, 1822, it was ordered, that so much of the said 16,000l. stock as would be sufficient to raise the costs, which were thereby directed to be taxed, should be sold, and that the 5,000l. 19s. stock, carried to the account of the churchwardens and overseers of Saint Nicholas Rochester, should be brought into hotchpot with the residue of the said 16,000l. stock, remaining after such sale, and the whole divided into moieties by the master, one moiety to be carried in the name of the accountant general, in trust, in that cause, to the account of the Crediton establishment, and the other moiety in like manner to the account of the churchwardens and overseers of the parish of Saint Nicholas Rochester: And it was ordered, that the interest to grow due on the first mentioned moiety should be paid to the said defendant James Buller, for the maintenance of the Crediton establishment, in the manner directed by the previous orders of the court, so farras the same would extend, with liberty for him during his life, and any other persons interested, after his death, to make such application to the court as they should be advised; but that order was to be without prejudice to the parish of St. Nicholas making any further application to the court, touching the application of the stock to be carried to the account of the Crediton establishment, or the dividends thereof, in the event of there being a surplus of the funds in the cause of the attorney general *v.* the 12 governors of Crediton.

On 9th May, 1822, the master reported that 399l. 14s. part of the above mentioned 16,000l. stock, had been sold for the purpose of raising 319l. 15s. 2d, the amount of the costs directed to be taxed, which had been applied in payment of those costs, whereby the said 16,000l. stock was reduced to 15,600l. 6s. which, added to the before mentioned 5,000l. 19s stock, directed to be brought into hotchpot, made 20,601l. 5s. stock, one moiety of which being 10,300l. 12s. 6d. was to be carried to the account of the Crediton establishment, and the other moiety to the account of the churchwardens and overseers of Saint Nicholas Rochester. This has accordingly been done, and the dividends on the 10,300l 12s. 6d. three per cent. consols, amounting to 309l. 0s. 4d. per annum, are now paid over to James Buller, esquire, the defendant in the above mentioned cause, to be applied to the support of the Crediton establishment.

The buildings of that establishment were erected on part of the field, called the Paignton field; part of which is also allotted for gardens for the inhabitants, and the residue of it is in the occupation of Mr. Benjamin Luxmoore, as yearly tenant, at the rent of 6l 6s. per annum. The field called the Golden Joy, is in the occupation of Mrs. Frances Cross, as yearly tenant, at the rent of 9l. per annum. These rents are received by Mr. Buller; and being added to the dividends, make the present income of this branch of the charity, 324l. 6s. 4d. per annum.

In consequence of the applications made to the court, on behalf of the parish of St. Nicholas Rochester, Mr. Buller did not supply the vacancies that occurred in the establishment of poor persons at Crediton, which had been commenced in 1806. The School of Industry, for boys and girls, was altogether discontinued about the year 1810; but the old people, who had been appointed upon the establishment, continued to be maintained during their respective lives. The last of them died in 1822. The surplus arising, in consequence of the diminished expenditure of the funds, was, from time to time, laid out by Mr. Buller, under the directions of the court of chancery, in the purchase of three per cent. consols, which formed a part of the aggregate amount of that stock, divided (as before stated) between the Crediton and Rochester branches of the charity.

In 1814, the united Blue School and English School, of the parish of Crediton, mentioned in a subsequent part of the present Report, were removed into the house erected for this establishment, and now occupy a considerable portion of it; and a

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part of the building is appropriated to the instruction of girls in making gloves, under this charity. Various sums have been paid from the funds for setting to work and apprenticing poor children.

Since the above mentioned division of the funds took place, three old men, of the parish of Crediton, have been appointed, by Mr. Buller, upon the establishment, each of whom receives from the funds, an allowance of 5s. a week, with clothing and medical attendance when required. Each of them has also an apartment in the house, and a garden. The master and mistress of the schools have also apartments, and a good garden.

Mr. Buller informs us, that he proposes to allow the schools to continue in the house, and to apply the income of the branch of the charity under his management, in keeping the buildings in repair, in setting the children on work in glove-making, or other trades, in apprenticing poor children, selecting a part of such apprentices from these schools, and in maintaining as many poor old persons, appointed by him, as the residue of the income will permit.

Mr. Buller has, during the progress of the cause, passed his accounts annually before the master in chancery, to whom the cause stands referred, and proposes to continue to do so. As the trustee of this charity, he kept a distinct cash account with Messrs. Devaynes and Co. bankers. Upon the bankruptcy of that firm in 1810, there was a sum of 605l. in their hands, upon which several dividends, amounting together to 437l. have been received by Mr. Buller, and inserted in the accounts passed by him before the master. It is expected that farther dividends will be received in diminution of the balance of 168l. still remaining due.

The application of the part of the funds of this charity belonging to the parish of Saint Nicholas Rochester, will be a subject for inquiry amongst the charities of that parish. In a former Report, we gave an account of certain schools at Rochester and Strood, called Sir John Hayward's Charity Schools, established in 1718 by the said Francis Barrell, the trustee of this charity, appointed in 1692, with 636l. South Sea stock, purchased out of the rents and profits of the before mentioned trust premises, given by Sir John Hayward in 1635.

Smith's Gift.

Edward Smith, of Chettle, in the county of Dorset, by his will, bearing date 13th May, 1771, gave to the corporation of the town of Crediton, by whatsoever name called or known, and their successrs, 1,000l. to be placed out at interest, and the interest and dividends thereof, to be by them yearly, on Christmas-day, for ever, distributed amongst such poor industrious housekeepers of the town and parish of Crediton, having no relief of the parish, as the said corporation and their successors should, in their discretion, think proper.

This sum of 1,000l. with 222l. 11s. 11d. interest, was in 1780, invested, under the directions of the court of chancery, in the purchase of 2,008l. 7s. 4d. three per cent consols, in the name of the governors of Crediton; the dividends on which amount to 60l. 5s. per annum. The application of this, and the following donation, will be stated in the account of Mrs. Tuckfield's gift.

Lake's Gift.

William Lake, by his will, bearing date 22d December, 1787, gave to the corporation managers, or trustees of the parish of Crediton, and their successors, 500l. in trust, to be placed out on government or other good security, to the intent, that the interest and dividends thereof should be by them yearly, on the 5th of January, unless that day should happen on a Saturday or Sunday, and then on the Monday following, distributed amongst such poor industrious housekeepers of the said parish of Crediton, who should have no relief of the said parish, as they should think proper, provided that seven of the governors should attend on the said 5th of January yearly (except as before excepted,) and distribute the dividends impartially, as the major part of the whole corporation should think proper, and not otherwise; and that, if seven should not attend, another meeting should be had for the same purpose, at any time within 10 days after.

This sum of 500l. was invested in the purchase of 562l. navy five per cents., in the name of the governors of Crediton. That stock having been reduced, the charity fund now consists of 590l. 12s. 6d. new four per cents., the dividends on which amount to 23l. 12s 6d. per annum.

Mrs. Tuckfield's Gift.

Elizabeth Tuckfield, by a codicil to her will, bearing date 19th August, 1802, and proved with the will, in the prerogative court of Canterbury, in 1807, gave to James Buller, esq. 3,000l. consolidated three per cent. annuities, upon trust, to transfer the same to the 12 governors of Crediton for the time being, to be by them, and their successors, held upon trust, to apply the interest and dividends thereof yearly, for ever, in manner following; viz.:—

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	£.	s.	d.
To the treasurer of a society calling themselves the Trustees of the Four Charity Schools of Exeter for Girls and Boys	20	0	0
To the treasurer of the governors of the charity school, otherwise the Blue School at Crediton	10	0	0
To be distributed by the said 12 governors and their successors, according to their discretion, amongst such poor persons of the parish of Crediton, as had no parochial relief	20	0	0
To the minister for the time being of the parish of Shobrooke, to be by him distributed according to his discretion amongst poor persons of that parish, having no parochial relief	10	0	0
To the minister of the parish of Morchard Bishop, to be by him distributed in like manner in that parish	10	0	0
To the minister of the parish of Thorverton, to be by him distributed in like manner in that parish	10	0	0
To the minister of the parish of Tedburne St. Mary, to be by him distributed in like manner in that parish	10	0	0

And she directed, that if there should be any loss or diminution of the said trust stock or dividends, the same should be borne by the different charities in equal proportions.

This sum of 3,000l. stock is now standing in the names of the governors of Crediton. The dividends, amounting to 90l. per annum, are received by Mr. Smith, their clerk; and the portions of them directed by Mrs. Tuckfield to be applied for the benefit of other places, are paid over to the persons appointed by her. A statement of the application of those portions, will be found in the account of the charities of each of those places respectively.

The sum of 20l. per annum, directed to be given to the poor of Crediton, is annually distributed, together with 60l. 5s. the dividends arising from Smith's gift, and 23l. 12s. 6d. the dividends arising from Lake's gift, after the deduction of small sums for commission on the receipt of the dividends, of 3s. 6d. for firing and paper at the time of distribution, and of 3l. 3s. paid to a person employed to make out the lists of the poor, to pay to each the sums directed by the governors, and to keep the accounts, in the following manner:—

Shortly before Christmas, the person employed by the governors prepares a list of the persons belonging to, and residing in, the town of Crediton, who have not received parochial relief in any shape during the preceding half year. He also receives lists of the poor of the same description of the other parts of the parish, made by different persons for each tithing, and makes out a general list of the whole, referring to the parish books to ascertain that none are included in it, who have had relief within the limited period. This list is submitted to a meeting of the governors, held within a few days after Christmas-day, and is examined by them, and such alterations are then made in it as they think proper. At the same time, the governors determine upon a scale of distribution proportioned to the ages and the numbers of the families of those who are to partake of the distribution, and made upon such calculation as to leave the smallest possible balance in hand. The list is afterwards filled up by the same person with the sums to be given to each object of these charities. According to this scale, the portions of those of the town of Crediton are distributed by him on or about the 5th of January, previous notice of the day being always given in the church. The distributions for the more distant parts of the parish, are made by the persons who make out the lists of the poor therein. The balance, if any, is carried forward to account of the succeeding year.

DAVIE'S ALMSHOUSE.

John Davie, by his will, bearing date 17th March, 1610, directed, that John Davie, his son and heir, and his executor, should, within two years after his death, erect a convenient house and rooms upon the place where there then was a ruinous house, in Crediton, which he appointed for an almshouse for the habitation of poor people, except so much of the same ruinous house as should be sufficient to build a stable for the necessary use of his said son, and his heirs; and that his said son, and his heirs, should always repair and maintain the said house and rooms at his and their proper costs, for ever; and he gave to Sir William Killigrew, knight, and others, then governors of the church of Crediton, an annual rent-charge of 20l. to be issuing out of his capital messuage and lands in Sandford, and out of all his messuages and lands called Longbarn at Creedy, in Sandford aforesaid; to hold to them, their heirs and assigns, upon trust, for ever, to employ the same for the maintenance of poor people inhabiting the said house and rooms. And he directed, that whensoever of his said devisees of the said annual rent of 20l. or of their assigns and grantees governors of the said church, there should be living not above the number of two, three, or four, the survivors should, so often as the same should happen,

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make a new grant, by deed, of the said annual rent, to nine, ten, eleven, or twelve other persons, governors of the said church, upon the trust before mentioned. And he ordained, that the said devisees and governors of the said church, or the major part of them, should after his death, whensoever any of the rooms and houses of the said almshouse should be void, nominate for each of the two middle rooms, two old married men and their wives, and for each of the two end rooms, two old decayed sole persons, to be of the age of threescore years at least, and to be of honest conversation, such whose work was decayed, and who should have dwelt in Crediton or Sandford ten years before at least; and that when they should have made such nomination they should, within 20 days after, signify the same to his heir or heirs, or his assigns, of his mansion-house called Creedy; and that then, within one week, his heirs or assigns, should make choice of one of the two persons nominated for each of the end rooms, and one of the couples of married persons nominated for each of the middle rooms, to inhabit and dwell in the same; and that if his heirs or assigns should not make such choice within the space of a week, the said devisees, governors of the said church, and their assigns, should from time to time, as often as any such default should be, for that time, and appoint the same as they should think good: provided, that until the said almshouse should be erected, the said 20l. of yearly rent should be distributed to such poor people as he had before appointed to inhabit the same, as if the same were built according to such orders as were thereinafter declared; viz. that the said devisees should weekly, on every Saturday, pay or cause to be paid, to every couple of the said married people, 2s. 4d. viz. 14d. to each of them, so long as they should continue married, and to every one of the said sole people 18d.; and that if any of the said married people should happen to die, leaving his or her partner, he or she over-living should have weekly but 20d. during his or her life, and that the other 8d. should be weekly distributed to the other of the said poor people, pole and pole alike, accounting the man and his wife remaining alive for two persons, until such time as two new couple should be chosen to have the same; and that if both the said couple of poor people should happen, at any one time, by death, to be severed, then during the lives of both of them over-living, there being but four people remaining in the said almshouse, there should be distributed to each of the same, 22d. of the said yearly rent, until there should be married people appointed; and that if any of the said poor people, after being appointed, should marry, they should be dismissed out of the said almshouse, and the said distribution should be no longer paid to the persons so marrying, but others should be elected. He also ordained, that after his said almshouses should be built, and poor people placed therein, if any of the said poor people should not continue and dwell in the said rooms, and after notice given them by the said governors, or the most part of them, should not, within six days, return again to their said house, and dwell therein, the said governors should place others in their rooms, in manner and form aforesaid, and that the distribution of those which would not dwell in their said rooms, should remain to them which should in their stead be elected. He also ordained, that his said almspeople should refrain from all begging and craving of alms, upon pain to forfeit, for every such default (being duly proved before the said governors, or the most part of them), one week's contribution, to be bestowed upon the rest of the almspeople not offending; and that there should be no box at the door of his said almshouse; and that the said almspeople should help one another in their sickness; and that none of them should take in others to dwell under them, upon pain of being expelled out of their house and distribution by the said governors, except a child, or some other person to attend them only in the time of their sickness. And he also gave to the said governors of the church aforesaid, 5l. to the end, that whosoever should be appointed of them to pay any poor people weekly, might have so much before the said yearly rent should be due, in their hands, because his will was, that his poor almspeople should be paid weekly.

This almshouse is situate near the church yard of Crediton, and consists of four dwellings, each containing a room above and a room below. We do not find that any renewal of the trust ever took place, in pursuance of the directions of the donor's will; but the almshouse has been repaired, the almspeople have been appointed, and the rent-charge of 20l. has been distributed amongst them by his heirs. Sir John Davie, baronet, is the present owner of Creedy and Long barn. The appropriation of the middle dwellings for married couples, and of the end dwellings for single persons, does not appear to have been strictly adhered to. At the time of our inquiry one of the middle dwellings was inhabited by a widow of a parishioner of Crediton, appointed after her husband's death; the other by the widow of a parishioner of Crediton; one of the end dwellings was occupied by the widow of a parishioner of Sandford, and to the other a married couple of Sandford had lately been nominated, a vacancy having occurred by the death of a man of that place. The weekly sum of 7s. 8d. is paid by a person appointed by Sir John Davie, to the alms-

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people, according to the proportions specified in the donor's will, amounting in the whole to 19l. 18s. 8d. per annum; and in order to absorb the whole rent-charge of 20l. the remaining 1s. 4d. is distributed amongst them by 4d. every quarter.

MILLER'S GIFT.

By indenture, bearing date 18th February, 1613, and enrolled in Chancery, between Sir James Altham, knight, John Berryman and John Green, of the first part; the twelve governors of Crediton of the second part; and Sir William Killigrew, knight, John Northcote, John Trobridge, William Bodleigh, Thomas Gall, Thomas Dawrish, George Trobridge, Emanuel Davie, Thos. Dunscombe, Thomas Gay, John Tuckfield, and William Coke, of the third part; reciting, that *Thomas Miller*, late of Islington, in the county of Middlesex, clothier, by deed, bearing date 20th February, 1611, had granted to the said parties of the first part, and their heirs, a yearly rent charge of 5l. 4s. to be issuing out of all his freehold messuages, houses, lands, tenements and hereditaments, within the parish of Islington aforesaid, and within the city of London, and out of all his other freehold lands, upon trust, to permit the said annuity to be received and enjoyed by such person or persons, bodies politic or corporate, and their heirs and successors, after the decease of the said Thomas Miller, and to such uses as the said Thomas Miller, by his will, should appoint; and reciting, that the said Thos. Miller had, by his will, appointed, that the said parties of the first part should, after his decease, convey the said rent-charge to the corporation of Crediton, and their successors, to the intent and upon condition that the same should be, for ever, by them and their successors, bestowed in bread, and distributed to the poor of the said parish of Crediton, and of the parish of Sandford, in the churches of the said parishes on every Sabbath day, one shilling's worth of bread in each parish, the distribution to be made immediately after morning prayer; the said parties of the first part, in performance of the trust reposed in them, assigned to the parties of the third part, and their heirs, the said yearly rent-charge, to the intent and upon condition that they and their heirs, or the 12 governors of Crediton, some or one of them, should, for ever, weekly, bestow the same as aforesaid.

The will of Thomas Miller, above recited, bears date 3d March, 1611, and was proved in the prerogative court of Canterbury in 1612. It may be collected from the will, that the testator was possessed of copyhold property, in the manor of Islington, and in other manors; but it does not appear from thence, of what his freehold lands, &c. consisted. We are informed that this rent-charge was paid to the governors of Crediton by the late Richard Hassell, esquire, of Barnet, till the time of his death, in 1787, and by Dr. Ord, Mr. Hassell's executor, and the guardian of his two daughters, till 1793, since which time it has not been received.

About 10 or 12 years ago inquiries were made, on the part of the governors, of Hamond Alpe, esquire, and the Rev. W. A. Armstrong, who married the two daughters and co-heiresses of Mr. Hassell, respecting the non payment of this rent-charge, but no further steps were then taken. We have also applied to Mr. Alpe and Mr. Armstrong for information on this subject, and we learn from the latter, that Mr. Hassell died possessed (amongst other estates) of some property at Islington, but that all the freehold and copyhold estates left by him were sold about 20 years ago, and neither of these gentlemen are able to inform us of what the Islington property, in respect of which it is probable that the rent-charge was paid by Mr. Hassell, consisted, or to whom it was sold, or who is at present in the possession of it.

Under these circumstances, we have suggested to the governors of Crediton (who certainly were intended by the donor to be, in their corporate capacity, the trustees of the rent-charge given by him to the parishes of Crediton and Sandford, although the legal interest therein was conveyed to the existing governors at the time of his death, and their heirs, as individuals) the propriety of their taking measures, to ascertain the property at Islington held by the late Mr. Hassell. When this is done, it will be a point for further consideration, whether sufficient evidence can be procured to subject the present possessors of it to the payment of this rent-charge.

SIR JOHN ACLAND'S GIFT.

Sir *John Acland*, the particulars of whose charities are stated in our former Report, by deed, dated 20th August, 17th James I, gave to the churchwardens of the parish of Crediton, 2l. 12s. per annum, for providing, weekly, for ever, 13 penny loaves, to be distributed every Sabbath-day, after morning prayer, to 13 such of the poorest sort of people of the said parish as the minister, constables, wardens, and overseers of the poor, should appoint.

This annual sum of 2l. 12s. is received from the town clerk of Exeter, by Mr. Smith, the clerk of the governors of Crediton. At the time of our investigation (May 1823) it had not been received since 1817, in consequence of not having been applied for. When received, it is carried to the governors general account.

Six threepenny loaves, provided by the

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governors, and charged in their account, are distributed at the church every Sunday, with the bread derived from Welsh's gift, in the manner hereinafter stated.

The donation of Sir John Acland amounts only to 1s. per week, and we have not been able to discover any other gift to the governors, in respect of which the additional sixpennyworth of bread is distributed.

Welsh's Gift.

John Welsh, by his will, bearing date 12th July, 1656, gave to the poor of Crediton 12d. weekly, to be issuing, by way of rent-charge, out of a messuage or tenement in which he had an estate in fee simple, within the borough of Crediton, late in the possession of William Shiston; and he gave the said tenement to Bridget Foule, his sister, and her heirs, charged with the said weekly payment, to be distributed by her heirs and assigns, for ever, among the poor of Crediton aforesaid.

In respect of this gift, four threepenny loaves are provided every Sunday, and sent to the church, by William Nichols, as the owner of a tenement in Crediton, consisting of some houses and an orchard, called Welsh's tenement.

This bread, is given by the vestry clerk, together with six threepenny loaves, furnished by the governors, as has been already stated in the account of Sir John Acland's gift, among such of the poor of the parish as are considered the greatest objects of charity.

A list is kept, containing the names of about a hundred of these persons, who receive the bread in rotation.

Thomas Colliton's Gift.

It appears from a tablet in the church, that *Thomas Colliton*, by his will, bearing date 18th July, 1734, gave 1s. weekly, for ever, to be paid on Monday in every week, to be laid out in bread, and distributed on lecture day, by the clerk, among such four of the poor persons then attending divine service, as the vicar of Crediton, or his assistant, should appoint to receive the same; and that he also gave to the charity school established in Crediton, 10s. to be paid yearly, at Christmas, for so long a time as the charity school should be continued; the said sums to be issuing out of a field in Crediton, called Dickersham. The present proprietor of the field called Dickersham, is Mr. Samuel Davey, who in respect of this gift, sends, every Wednesday, four threepenny loaves to the church (divine service, with a sermon, being performed on that day), where they are distributed by the clerk, under the superintendance of the minister, to four old persons who have attended the service. A list is kept of poor old persons, considered objects of charity, who receive the bread in rotation, if in attendance at the church. Mr. Davy also pays 10s. a year, as directed, towards the support of the Crediton charity schools, the application of which will be stated in the account of those schools.

Thomasine Colliton's Gift.

By indenture, bearing date the 3d of February, 1768, and enrolled in chancery, *Thomasine Colliton* granted to the twelve governors of the hereditaments and goods of the church of Crediton, and their successors, for ever, an annuity of 2l. 12s. to be issuing out of a close, called the Three Cornered Field, situate near Red hill, in Crediton, upon trust, to apply, weekly, the sum of 1s. in purchasing four threepenny loaves of bread, to be distributed on Fridays, for ever, to such four poor persons (one loaf to each) attending divine service, in the parish church of Crediton, on Fridays, as should appear to the vicar, or assistant minister of the same parish, to be the greatest objects of charity.

Mr. Thomas Prickman is the proprietor of the above mentioned field, and in respect of this charge sends four threepenny loaves to the church every Friday, where they are distributed, after divine service, in the same manner as the loaves under Thomas Colliton's gift.

Burrington's Gift.

John Burrington, by his will, proved in 1643, gave to the poor of Crediton, in bread, weekly, for ever, 1s. to be paid out of Chapel Downs.

The present owner of Chapel Downs, an estate in Crediton, is Mr. William Harris, who pays 2l. 8s. per annum to the churchwardens and overseers of the poor of this parish, 4s. being deducted from the abovementioned gift for land-tax.

The application of this and the two following donations will be stated in the account of Buckingham's gift.

Please's Gift.

Thomas Please, by his will, proved in 1643, gave to the churchwardens and overseers of the poor of Crediton, and their successors, for ever, an annuity of 52s. with power to distrain for the same, upon two copyhold messuages or tenements, and two farthings of land, containing about 48 acres, situate in Knowle, within the manor and parish of Crediton; such yearly rent to be bestowed in manner following:—viz. one shilling every week, to be distributed by the said churchwardens and overseers, to 12 poor people of the parish of Crediton, of the age of 50 years and upwards, except such as should be blind or lame, whereof

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one half to be of the poor of the town, and the other of the country, and their names to be set down in a book, and they to have the bread for one month only; and for the next month 12 other poor people of the said town and country, and so from month to month yearly, for ever; and none of the said poor to have the bread twice in one year, until the same should have been distributed to all such poor of the town and parish as were capable of the same, by virtue of his will; and he desired, that whoever should inherit his said copyhold messuages at Knowle, should appoint the baker for the said bread.

The estate charged with this payment is called Anthony's, and is the property of Edward Norrish, whose tenant pays the annuity of 2l. 12s. to the churchwardens and overseers.

DUNSCOMBE'S GIFT.

John Dunscombe, by his will, the date of which does not appear, gave to the twelve governors and corporation of the church and parish of Crediton, and their successors, for ever, a yearly rent of 3l. 6s. 8d. to be issuing out of his manor and lordship of Coldridge, Devon, to the intent that they should, on every Sunday, after sermon in the forenoon, in the parish church of Crediton, cause to be delivered to six poor men and six poor widows of Crediton, one penny loaf a piece, so that none that had any way of living to the value of 40s. a year should have any of such bread; and he directed, that the vicar or curate there should, once in every quarter of a year, at the delivery of the bread, put the poor persons receiving the same in mind of their duties, exhorting them to prayer and thanksgiving, and that he should examine them at his discretion, particularly in the Lord's prayer, the ten commandments, and the articles of the christian faith; and he directed that the said vicar or curate should receive for his pains therein of the said governors, 6s. 8d. parcel of the said annuity, and that the residue of the said annuity should be bestowed to the use of the poor of the same parish, by the discretion of the said governors.

The annuity of 3l. 6s. 8d. although directed by the donor to be paid to the governors of Crediton, has for many years been received by the churchwardens and overseers. It is paid by Montague Edmond Parker, esq. the present lord of the manor of Coldridge. The sum of 6s. 8d. is paid over to the minister for examining the poor persons on the Thursday before Easter, when the distribution of bread takes place, as hereinafter mentioned in the account of Buckingham's gift.

BUCKINGHAM'S GIFT.

It appears from an inscription on a tablet in the church, that *Robert Buckingham* gave the moiety of two parcels of land, lying in the borough of Crediton, for the relief of the poor. The date of this donation does not appear, and no other document is found relating to it.

Two closes, containing about 1¼ acre, are now held by William Stone, under a lease from the churchwardens and overseers, for a term of 14 years from Christmas, 1816, at a good yearly rent of 7l. This letting was by auction.

The annual income of the four last mentioned gifts being as follows:—

	£.	s.	d.
Burrington's gift (after deducting 4s. for land-tax)	2	8	0
Please's gift	2	12	0
Dunscombe's gift (after deducting 6s. 8d. paid to the minister)	3	0	0
Buckingham's gift	7	0	0
Total	15	0	0

is laid out annually on the Thursday before Easter, in the purchase of threepenny loaves, which are carried to the vestry, and there distributed by some of the churchwardens and overseers, after evening service which is performed on that day, amongst such poor persons of the parish, whether receiving parochial relief or not, as are aged and are considered the most deserving objects of the charity, loaves being sent to such as from sickness or infirmity are unable to attend at the church.

It will be seen that the three former of these gifts were expressly given for a weekly distribution of bread. The present mode of disposing of them is stated to have been in use many years. There appears to be no reason why the directions of the respective donors should not be observed in this respect.

CHANNON'S GIFT.

Thomas Channon, by his will, bearing date 19th November, 1656, gave to the poor of Crediton, for ever, one close in the possession of William Collings, lying by George hill, and containing an acre and a half, or thereabouts, to be a help to buy them some clothes, for aged people only; and he reserved 10s. a year for the poor of

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Otterton, the churchwardens and overseers to pay it to them yearly, from the 1st of August, 1660.

This close is in the occupation of William Tooze, who held a lease of it, granted by the churchwardens and overseers of the poor of Crediton, for a term of seven years, from Michaelmas, 1815, at a good rent of 6l. 5s., and continues to hold it at the same rent.

For a considerable length of time, the rent of this close has been carried to the general account of the churchwardens and overseers, and has not been specifically applied in clothing, according to the directions of the donor. It ought, however, to form a distinct account, and after the payment of 10s. a year to the poor of Otterton, to be employed in the purchase of clothes for aged people.

The donation of this small annuity to Otterton, was noticed in the account of the charities of that parish in a former Report; it had been long unpaid till the last year, when the sum of 10l. was paid by the parish officers of Crediton to those of Otterton, for the arrears of twenty years.

Borough Lands.

By indenture, bearing date 10th Nov., 1524, John, Bishop of Exeter, granted to John Trobrigge and eight others, burgesses of the town or borough of Crediton, his market of the said town or borough, held on every Saturday, and the shambles in the west town of the said town or borough, and the stalls there, and the tolls of the said market; to hold to them for 99 years from the date thereof, to the use and benefit of the burgesses and freeholders inhabiting the said town or borough, at the yearly rent of 20s.

By indenture of feoffment, bearing date 20th April, 1638, reciting the above mentioned grant of the Bishop of Exeter, and also certain proceedings under a commission of charitable uses, in the course of which, by a decree made 17th April, 1620, it was directed that the debts and duties mentioned in the deeds, obligations and other securities, in a schedule annexed to the said decree, disbursed out of the revenues of the said market, and then remaining due, should be employed to the charitable uses thereinafter mentioned; and that for the better securing thereof, the said securities should be committed to the rule and government of John Davie, esquire, Richard Coles, clerk, and fifteen others, therein mentioned, and of the survivors of them; and that the same debts and duties should be by them disposed of to the uses following, viz. the sum of 200l. to be employed to the use of the poor of the town and borough of Crediton, according to the discretion of the said John Davie, Richard Coles and others; and that upon receipt of the said money, the said John Davie and others, should employ the same for the use and benefit of poor tradesmen of the said town, according to their discretion; and further reciting, that with the monies received on the said securities, the lands thereinafter mentioned, were purchased to the uses thereinafter expressed, and that Thomas Dowrich and John Dowrich, by indenture, bearing date 16th March 1621, for the consideration therein expressed (which appears to have been 500l.) granted to the said John Davie, Richard Coles and others, the several closes called the Mill Ham, containing by estimation three acres; two closes called the Mill Parks, containing by estimation, fourteen acres, a close called the Nutson, containing by estimation, eight acres; a close called the Furse Close, containing by estimation, nine acres, two other closes called the Woodcroft, and the Woodcroft meadow, containing by estimation, fourteen acres, and two cottages, orchards and gardens, situate upon the said premises, or near adjoining thereto; all which premises were part of the barton, farm and demesnes of Dowrich and Aller, situate in Sandford, within the parish of Crediton; the said Richard Coles and four others, as the surviving trustees for the continuance of the trusts expressed in the said decree, granted and enfeoffed to Richard Shapland and Clement Pidsley, and their heirs, the said lands, upon trust, immediately to grant and convey the same premises to the said Richard Coles and the other surviving trustees, and to John Rowe and three others of Crediton, and their heirs, upon trust, to employ the said premises and the rents thereof, according to the discretion of the said decree, viz. 200l. if they made sale of the said lands, or 8l. 16s. yearly, of the rents of the said lands for ever (being, probably at that time, two-fifths of the amount thereof), for the use, relief and benefit of the poor of the town and borough of Crediton, according to the discretion of the said trustees; and the residue of the rents or the sums made upon such sale thereof, for the use of the poor tradesmen of the said town and borough, according to their discretion; and upon further trust, that as often as the surviving trustees should think fit, and at farthest, when by death they should come to the number of three, such survivors should convey the said premises to a convenient number of persons more, being sufficient and able men, dwelling in or near the said town or borough, or parish of Crediton, for the continuance of the provision made for the said poor and

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tradesmen, to the uses limited by the said decree.

By indentures of lease and release, bearing date 13th and 14th November, 1683, John Barrington, in consideration of 60l. which had been raised out of the rents and profits of the above mentioned lands, conveyed to William Shilston and others, being the surviving trustees of the same lands, under a trust deed dated in 1674, and their heirs, a close called the Cooked Close, near Honeywell's Cross, in the parish of Crediton, containing, by estimation, two and a half acres, upon the before mentioned trusts.

By indentures of lease and release, bearing date 28th and 29th December, 1730, Josiah Eveleigh and Elizabeth Evans, in consideration of 160l. conveyed to Joshua Yeatherd and others, being the then surviving trustees of the above mentioned lands, and their heirs, a close, containing by estimation, five acres, with the barn and linhays thereon, called Paignton Barn Close, in the parish of Crediton, in trust, for the only use and benefit of the poor of the parish of Crediton, for such intents and purposes as the said Joseph Yeatherd and others, then held several other estates for the use and benefit of the said poor. It appears from the accounts of the trustees of this charity, that 100l. of this purchase money was borrowed by the trustees, and afterwards paid off.

The last trust deeds of the above mentioned lands, comprehending also those purchased with Newcombe's and Younge's gift, hereinafter mentioned, bear date 21st and 22d May, 1822, by which the six surviving trustees appointed six new trustees, and conveyed the trust property to the use of themselves, and the new trustees. Two of the old trustees are since dead.

The lands conveyed by the above abstracted deeds consist of—

1.—Two cottages, a barn, garden, and seven fields, containing 22A. & 5P. in the occupation of Richard Kelland, under a lease expressed to be for 21 years from Michaelmas, 1822, at the clear yearly rent of 40l. which we are informed is their fair annual value. These premises were leased, in 1812, to William Lane, for 14 years, at 56l. per annum. Upon his failure in 1815, they were let to Thomas Madge, for the remainder of that term, at 44l. per annum; but no lease was executed to him, and he quitted them at Michaelmas, 1822, on the ground of the rent being too high, when they were let to the present tenant. We are informed, that it was the intention of the trustees, that Mr. Kelland should have a term of 14 years only; but that, by a mistake of the late Mr. Thomas Berry, the solicitor employed to draw the lease, and one of the trustees, who was then in an infirm state of health, the term of 21 years was inserted therein. The trustees agreed to put the buildings in repair, and the tenant to keep them so. The cottages are occupied by labourers.

2.—Three cottages, and 18 closes, gardens, orchards, &c. called Sweets, containing 21A. 3R. 16P. held by Jane Brown, under a lease granted to Richard Drake, her father, in 1772, for 99 years, determinable on three lives, in consideration of a surrender of a similar lease, at the yearly rent of 20l. and 2s. in lieu of a fat goose. The previous rent was 17l. This lease is now determinable on the life of the said Jane Brown. The amount of the land-tax, redeemed in 1802, amounting to 16s. 11d. per annum, is paid by the lessee, in addition to her rent. This tenement is stated to be worth from 30l. to 40l. per annum. The buildings upon it are not in good repair; but notice has been lately given to Mrs. Brown to do the necessary repairs. At the time of our investigation, there was an arrear of rent to the amount of 7l. due from her to Michaelmas 1822.

3.—A cottage, garden, and three orchards, called Hynams, containing 3R. 21P. in the occupation of John Webb, under a lease, granted in 1785 to John Drew, for 99 years, determinable on three lives, at the yearly rent of 4l. 4s. John Webb married the daughter of the lessee, and the lease is now determinable on her life only. This tenement is stated to be worth about 5l. per annum.

The above mentioned premises are in Sandford. The following are in Crediton.

4.—A field, called Hatchet Close or Crooked Close, containing 2A. 2R. 21P.

5.—A field, called Penton Barn Field, containing 4A. 2R. 18P.

The two last-mentioned fields are in the occupation of John Bickley, under a lease for seven years from Michaelmas 1821, at the yearly rent of 22l. 10s. out of which he is allowed 7s. 8d. for a fee farm rent, payable in respect of them. A loss of 11l. was sustained in 1821, by the insolvency of the preceding tenant of these two fields.

The application of the profits of these lands, which amount to 87l 5s. 3d. per ann., will be stated with those of the following gifts of Newcombe and Younge, with which they are united.

GIFTS OF NEWCOMBE AND YOUNGE.

By indenture, bearing date 24th June 1625, between Thomas Gale, esquire, Richard Coles, vicar of Crediton, and two others, of the one part; and Walter Younge, esquire, of the other part; reciting, that *John Newcombe*, by his will, bearing date 3d March, 1608, gave towards the relief of the poor of the parish of Crediton 100l.

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and towards the relief of the poor of the parish of Inwardleigh 50l. to be employed and distributed by the said Thomas Gale, and others, for the best use of the poor of the said parishes, as they should think fit; and reciting, that the said *Walter Younge*, had given 40l. to the said parties of the first part, to be by them employed, with the said Mr. Newcombe's 100l. for the good of the poor of the said parish of Crediton; and further reciting, that 10l. more had been given to the said parties of the first part, to be by them employed, with the said gifts of Newcombe and Younge, for the good of the poor of Crediton, as they should think fit, so that in all there had been given 200l.; viz. 150l. to the use of the poor of Crediton, and 50l. to the use of the poor of Inwardleigh: And further reciting, that the said parties of the first part, had thought fit that the said sum of 200l. should be bestowed to purchase some lands in fee, that the yearly revenues thereof might be employed for the use of the poor of the said parishes, for ever, rateably, according to the proportion of the said sums severally given to them as aforesaid; and that the said parties of the first part had, in 1621, purchased of Thomas and John Dowrich several closes of land, called Rookwood and Wester Coppice, and two cottages, orchards and gardens, together with a moiety of the way, lying on the south side of the said closes, and power to set up a weir, at the higher end of the said parcel of land, for the better watering of the same, all being situate within the parish of Sandford: And further reciting, that the said parties, of the first part, had paid to the said Thomas and John Dowrich, for the said lands, 190l. part of the said sum of 200l. and that the remaining 10l. had been expended in making the conveyances of the same, the said parties, of the first part, covenanted for themselves, and their heirs, with the said Walter Younge, and his heirs, that they would stand seised of all the said premises, for the only use and behoof of the poor of the said parishes of Crediton and Inwardleigh, rateably, according to the true intent and meaning of the givers of the said 200l.; viz. of three-fourth parts of the said premises, for the use of the poor of the parish of Crediton, and of the other fourth part of the said premises for the use of the poor of the parish of Inwardleigh, and that they would always employ the revenue and profit of the said premises for the best advantage of the poor of the said parishes respectively, as they should think fit.

The property called Rookwood or Coppice, now consists of—

1.—A house, court, gardens, and eight closes of land, containing 15A. & 5P. in the occupation of Thomas Madge, under an agreement for a lease for 14 years from Michaelmas, 1820, at the clear rent of 55l. per annum; but the tenant has refused to execute the lease, on the ground of the rent being too high, and he has given notice to the trustees of his intention to quit the premises at Michaelmas, 1823, when it is proposed to relet them by auction. It was antecedently let on a lease for 99 years, determinable on three lives, which determined about Lady-day, 1820, at the yearly rent of 16l. 16s. when the tenant was allowed to continue in the occupation of it till the Michaelmas following, after the rate of 40l. per annum. On granting the above mentioned lease for lives, the rent was raised to 16l. 16s. from 10l.

2.—A house, court, and two gardens, containing 14 perches, held by Elizabeth White, under a lease, dated in 1781, for 99 years, determinable on three lives, two of which are now in existence, at the annual rent of 5s. The value of this tenement is stated to be about 40s. per annum.

The rents of these and the preceding lands, amounting at present in the whole to 142l. 10s. 3d. per annum, are carried to one general account.

When the rent of Rookwood was 10l. per annum, 2l. 10s. being one-fourth part thereof, used to be paid by the trustees for the use of the poor of the parish of Inwardleigh; and after that rent was raised to 16l. 16s. the same amount of payment was continued, the right of that parish to one-fourth of the increased rent not having been adverted to. In 1809, the trustees discovered this error of their predecessors, and it was found upon taking an account, that the arrears, at 1l. 14s. per annum, amounted to 40l. 7s. 6d. from which was deducted one fourth part of the sums paid in 1802, for the redemption of the land-tax on Rookwood, being 3l. 12s. 1d. and the balance of 36l. 15s. 5d. was paid to the rector of Inwardleigh, for the use of the poor of that parish, as was also the annual sum of 4l. 4s. being one-fourth of the rent, till the determination of the last lease; and the sum of 5l. being one-fourth of the half year's rent due at Michaelmas 1820. Since that time nothing has been paid by the trustees for the poor of that parish, in consequence of the sum of 30l. part of the said sum of 36l. 15s. 5d. not having been invested in a savings bank, as had been agreed upon; but at the time of our investigation, it was proposed by the trustees, that they should shortly go to Inwardleigh, for the purpose of meeting the rector, and principal parishioners thereof, and of finally settling the arrangement of that branch of the charity, in such mode as might be thought most conducive to the benefit of the poor of that parish, the particulars of which arrange-

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ment will form a subject for our inquiry at a future time in the parish of Inwardleigh. The trustees do not appear to have accounted to that parish for a fourth part of the small annual rent of 5s. for the house and gardens, part of Rookwood, under lease to Elizabeth White.

The rents of the Borough lands, and the residue of those derived from these gifts, are disposed of in the following manner:—

Within a week of Christmas, the trustees hold a meeting, previous to which a list is prepared by their clerk, and is submitted to the trustees, and such alterations are made in it as they think proper. This list comprehends all the poor of the parish of Crediton, whether receiving relief or not, who apply for and are considered proper objects of these charities, with a limitation that no single man under 50, or single woman under 45, shall partake of them, unless they have some bodily infirmity; the sums given are proportioned to the ages of the persons, and the number of their families, according to a certain scale, with the exception of cases of infirmity, or particular distress. It has been usual to bestow upon the four poor persons in Spurway's almshouse, hereinafter mentioned, 2s. 6d. each; and upon each of the poor in the workhouse, 1s. The money thus disposed of at the last distribution, at Christmas, 1822, amounted to 66l. 18s. 6d. The sums given to each individual on the above mentioned scale, varying from about 1s. to 5s. The aggregate of these sums is paid by the trustees to the clerk, and distributed by him shortly afterwards, according to the list made out. At the same meeting, another list is made out by the trustees, of persons belonging to Crediton, and residing in the parish, who have seen better days, but are in reduced circumstances, and donations are apportioned among them, usually varying from 10s. to 40s. which are paid shortly after the meeting by the treasurer. At the last meeting these donations amounted to 33l. In addition to these distributions, any one of the trustees is empowered during the year, upon application to him by any person in sickness, with a certificate from the overseer, that the applicant belongs to the parish of Crediton, and has no relief, and another certificate from the surgeon, that he is ill and not able to work, to give an order upon the treasurer for such sum as he thinks proper, not exceeding 5s. in favour of such sick person. The money bestowed upon this class of persons in the last year amounted to 15l. 14s. The remainder of the disbursements consists of—

	£.	s.	d.
The insurance of the cottages belonging to the trust	1	4	0
The expenses of the annual meeting, when the trustees and the tenants dine together, which last year amounted to	3	14	6
The salary of the clerk, for drawing out the lists, and making the distributions to the poor	3	3	0

Sums are also paid occasionally for the expense incurred by the trustees, in surveying and leasing the lands, and for repairs.

At the general meeting, one of the trustees is appointed treasurer in rotation, for the ensuing year, to whom the balance in hand is paid over by his predecessor, and the accounts are afterwards audited by the trustees at a subsequent meeting held for that purpose. The balance in the treasurer's hands upon the accounts made up to Midsummer 1822, was 64l. 3s. 9d.; this was rendered unusually large by the unsettled state of the account with the parish of Inwardleigh. It has been under the consideration of the trustees, whether a larger distribution might not be made to the poor; but this project has been for the present abandoned, under the anticipation of the necessity of making a reduction in some of the rents.

SPURWAY'S ALMSHOUSE.

Humphrey Spurway, by his will, bearing date 1st Feb. 1565, gave to his wife the rent of his lands, lying within the parish of Witheridge, for her life, and after her death to remain for ever to the almshouses at Crediton, which should be finished by his executors. And he gave to the building of the same houses, to be divided into four tenements for four poor folks, there to continue for ever, 40l.; and he directed, that after the aforesaid almshouses should be built, Wm. Shilston and Robert Hooke should put in four poor folk, such as were most meet for the same; and that as they should die, the said poor folk should be put in by the burgesses of the borough of Crediton. And he further directed, that the evidence of his said lands, given for the use of the said four poor folk, should remain in the coffer of the said burgesses.

This charity appears to have been for a great number of years under the management of the trustees of the two preceding charities.

The trust premises now consist of—

1st.—A plot of garden ground in Crediton behind the almshouses, containing 1R. 3P. in the occupation of Thomas Palmer, under lease, bearing date 6th February 1798, for 99 years, determinable on three lives, at the rent of 1l. 4s. which is stated to be at this time about the fair value of it. This is the only instance of a lease for

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years, determinable upon lives, having been granted by the trustees, of any of the property under their management, since 1785, and the present trustees have refused all applications for the renewals of such leases.

2d.—A tenement, in the parish of Witheridge, called Shippenbay, consisting of a house, garden, orchard and close, containing in the whole 3A. 1R. 10P. in the occupation of James Cole, under a lease, dated 19th January, 1785, granted to his father for 99 years, determinable on three lives, two of which are now in existence, in consideration of a surrender of a former lease, and a fine of 10l. 10s. at the yearly rent of 8l. 14s.; in addition to which he pays for land tax redeemed, 2s. per annum. This tenement is stated to be worth about 30l. per annum.

3d.—Three cottages, a garden, orchard and two closes of land, in the parish of Witheridge, called Penfold, containing in the whole 4A. 3R. 10P. new held by Thomas Tidboald, under a lease granted to his father, bearing date 19th January, 1785, for 99 yeas, determinable on three lives, two of which are still in existence, in consideration of a surrender of a former lease, and a fine of 20l. at the yearly rent of 3l. 12s. and for land tax redeemed, 6s. These premises are estimated to be worth 20l. per annum.

Both the above mentioned fines were carried to account. All the buildings are in good repair.

The land tax of the trust premises of this and the two preceding charities was redeemed by the trustees in 1802; the cost thereof being, for the property at Sandford, 63l. 14s. 4½d.; at Crediton, of 10l. 5s. 7d.; and at Witheridge, of 9l. 17s. 5½d.; and the expenses attending the redemption being 3l. 19s. 10d.

The almshouse consists of four dwellings, inhabited by four poor persons, of the parish of Crediton, married or single, who are appointed by the trustees, as vacancies occur by death; it is kept in repair by the trustees, and is in good condition.

The annual income of this charity, being 10l. 18s. per annum is thus disposed of:

The sum of 2s. 6d. per lunar month, is given to each of the four poor persons residing in the almshouse, making 6l. 10s. per annum; besides which, they have each a change of linen at Christmas, the cost of which is, on an average, about 15s. The sum of 5s. is paid for insurance of the almshouse; 1s. is paid for water; and the repairs absorb the greater part of the residue. An annual account is made up, and the balance is carried on from year to year; that arising on the account, as audited, to Christmas 1822, being 3l. 0s. 6¾d.

The almspeople are not considered disqualified to retain their dwellings in consequence of their being in the receipt of parochial relief; some of them were thus circumstanced at the time of our inquiry.

Gifts of Jeffery and Others.

By indentures of lease and release, bearing date 9th and 10th June, 1712, *Andrew Jeffery*, of Ottery St. Mary, granted to Josiah Eveleigh, clerk, and six others, and their heirs, a close of land, called the Broad Close, situate near St. Lawrence's chapel, in Crediton, on trust, on the 5th of Nov., yearly, to distribute the rents thereof among such honest, religious, and poor master weavers, or their widows, whether Protestants dissenting from the established church, vulgarly called Presbyterians, or others, of the said parish of Crediton, as had been or should be employed in the woollen manufacture, but, through losses in trade or otherwise, should be reduced and in necessitous circumstances; and if there should not be a competent number of such persons, then to dispose of the whole, or any part thereof, to such other labourers in the woollen manufacture, being honest, religious and necessitous, as to the trustees in their discretion should seem meet, and in such proportion as they should deem convenient, so that no part of the same might at any time be subjected to the corporation of the poor of Crediton, nor to the officers or overseers of the said parish; with a proviso, that if any trustee should remove and go to live out of the parish of Crediton, his estate in the premises should cease; and with a further proviso, that whenever the trustees should, by death or removal from Crediton, be reduced to the number of five, four, or three, new trustees should be appointed.

By indentures of lease and release, bearing date 28th and 29th May, 1714, Daniel Ivie, as well in consideration of the sum of 8l. 12s. to him paid by Christopher Saunders, and of 5s. paid to him by Josiah Eveleigh and others, and at the special instance and request of the said Christopher Saunders, as for divers other good causes and considerations, granted to Christopher Saunders, Josiah Eveleigh, clerk, and others, and their heirs, a close, containing about three quarters of an acre, situate in Crediton, between Forches and George Hill, upon the same trusts as were declared of the said close called Broad close.

These lands are now vested in the same persons as are trustees of the three last mentioned charities, the latest trust deeds bearing date 23d and 24th July, 1822. All of these charities have been for a considerable time under the management of Dissenters; but we are assured, that they are disposed of with impartiality amongst the poor, whether being members of the established church or dissenting from it.

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In an inscription, on one of the church tablets, it is stated, that George Ivie, in 1678, gave to the feoffees of the borough of Crediton 20l. to be laid out in lands, for the good of the poor; that Agnes, his wife, in 1683, gave them 20l. more; and that the feoffees bestowed both these sums in a little field in this parish, near the east town, to be by them distributed as aforesaid. From the circumstance, of Daniel Ivie being the conveying party of the close described as lying between the Forches, and George hill, for a very small pecuniary consideration, we should be led to conjecture, that the gifts of George and Agnes Ivie, of which we have found no other trace, were in some manner connected with that conveyance. We are, however, informed, that the situation of that field does not fall within the description of being near the east town.

The broad close was let for 99 years absolute, from Christmas 1721, at the net yearly rent of 5l. 2s. to Robert Lethbridge, who built upon it five cottages and a cider-pound-house, and planted the remainder of the close as an orchard. On the expiration of that term at Christmas 1820, the orchard and pound-house were let to Robert Buckingham, for a term of 14 years, determinable by either party at the end of seven years, at the yearly rent of 16l. 10s. subject to a deduction of 8s. 4d. for the land-tax, which was not redeemed with that of the rest of the trust property, and of 10s. 8d. for a fee farm rent, payable to the lord of the manor, the tenant covenanting to repair, on being allowed 16l. by the trustees, the premises then being in very bad condition. The five cottages were at the same time let to John Cockram for a similar term, at the yearly rent of 8l. 5s. being allowed 10l. for repairs. The premises have been since put into tolerable condition by the respective tenants. The close situate between Forches and George hill, is let to John Lampin, as yearly tenant, at the yearly rent of 3l. 10s. The letting was by private contract, the trustees having, in this instance alone, for the purpose of avoiding expense, deviated from their usual practice of letting the lands under their management by auction. The same tenant had held this field for seven years at 4l. 10s. per annum, subject to a deduction of poor's rates. The rents of these premises are considered to be their fair annual value.

A meeting of the trustees is held on or about the 5th of November yearly, when the rents, after deducting some small incidental expenses, are distributed amongst decayed master weavers of Crediton, or their widows, in sums usually varying from 10s. to 4l. according to the number and necessities of the applicants.

A regular account is kept of the receipt and expenditure, which contains the names of the persons relieved, and is annually audited. Upon the account, as made up on the 5th of November, 1822, there was a balance of 16s. 8d. due from the charity to the treasurer.

Saunders's Gift.

Christopher Saunders, by his will, bearing date 5th January, 1718, gave to John Hooker and Joseph Paddon, a yearly rent charge of 25s. to be issuing out of the lands which he purchased of one Newcombe, to be laid out in bread, and distributed to such poor persons as should attend religious worship in the meeting house at Crediton.

The premises charged with this payment, consist of six cottages, and a field containing about three acres, situate at a place called the Wansfoot, near Saint Lawrence's lane, in the parish of Crediton, and are now the property of Mrs. Thomasine Melhuish; and the rent charge of 25s. with the addition of 1s. from the funds of the Crediton dissenting meeting-house, is applied in providing eight three-penny loaves every fourth Sunday throughout the year, which are distributed to the poor attending the said meeting house.

Welsford's Gift.

John Welsford, by his will, bearing date 19th January, 1821, and proved in the prerogative court of Canterbury in October, 1822, gave to the feoffees, or trustees for the time being, of a certain charitable institution at Crediton, 100l. upon trust, to invest the same in the funds, or on government or other securities in England, and to apply the interest and dividends thereof annually for ever, among 20 poor housekeepers in the parish of Crediton, in equal proportions, on the Saturday nearest to the 4th September, in every year, it being his desire, that they should purchase therewith a comfortable dinner for the Sunday following.

Mr. Welsford was one of the trustees of the Borough lands; his executors paid the duty on this legacy, and remitted the entire sum of 100l. to the trustees of the same lands, who have placed it in the Exeter savings bank in their names, at four per cent interest, to be applied according to the donor's directions.

Annuity for providing Bread.

Bread to the value of 20s. has for many years been distributed annually, on the 2d of Feby., amongst the aged, infirm and industrious poor, of the tithing of Knowle, in this parish, by the tenant of an estate, the property of John Lydstone Newcombe, esq. called Knowle, Barton and Venners.

We have applied to that gentleman, but

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have not been able to learn from whose donation this annuity is derived. It is however considered, by Mr. Newcombe, as being a charge upon his estate; and, the distribution of bread having been omitted the last two years, we understand that he has given direction for the payment of the arrears, and for the continuance of the charity in future.

Mann's Gift.

Grace Mann, by her will, bearing date 10th September, 1776, gave to the vicar of the parish of Crediton, the rector of the parish of Upton Hellions, and the vicar of the parish of Colebroke, Devon, and their successors, 1,000l. upon trust, to invest the same in the purchase of stock in the public funds, and to dispose of the clear dividends thereof, amongst such and so many poor widows and indigent fatherless children of the parish of Crediton, as they in their discretion should think best; and she empowered the said trustees, if they should think fit, to lay out the said sum of 1,000l. or any part thereof, in the purchase of lands in Devon, and as near as could conveniently be to Crediton, but not in that parish, to be settled on the same trusts as were declared concerning the said sum of 1,000l. This legacy was invested in the purchase of 1,250l. three per cent. reduced annuities, now standing in the names of the three incumbents mentioned in the will, the dividends of which stock, amounting to 37l. 10s. are, after deducting the banker's commission and a small compensation paid to a person for summoning the poor objects of the charity to the distribution, annually bestowed by the vicar of Crediton, with the consent of the other trustees, amongst poor widows of the said parish, in sums of 20s. each, to a few individuals who have seen better days, and of 10s. each to the remainder.

These donations are confined to persons not receiving parochial relief, and if after the distribution, which takes place in the winter season, any balance remains, it is given in smaller sums, to deserving poor people. In 1821, 65 persons were relieved from this charity; and in 1822 it was distributed amongst 59; but the sum of 4l. was then reserved, in order to meet the expense of a new transfer of the stock, which was rendered necessary by the decease of the vicar of Colebrook.

United Charity Schools.

Two Charity Schools, one called the English School, and the other, the Blue School, were united in the year 1814, and placed under one master, in the house which had been erected in 1806 for the proposed establishments, under Sir John Hayward's charity, an account of which has already been given in the present Report.

The English School.—Before the above-mentioned union, this school was established in a house at Bowdon hill, Crediton, appropriated to this purpose. We are not enabled to state, at what period it was originally founded; but inscriptions on tablets in the church state, that George Trobridge, in 1630, gave 20l. towards the maintenance of the English school; that John Cole, in 1640, gave 20l. which was bestowed in lands, for the maintenance of an English school for the poor children of Crediton; and that Roger Tuckfield, in 1683, gave 20l. to be kept in stock, the profit to be applied towards teaching poor children to read English within the West Town.

The following are its permanent funds:—

1.—The rent of two fields in this parish, containing about seven acres and a half, called Charity School meadows. It is not known in what manner these fields became appropriated to this charitable purpose; but it is not improbable, that the above-mentioned gift of John Cole was, with others, given for the same purpose, laid out in the purchase of them. They have been for a considerable period let by the governors of the church of Crediton, and are now held by William Wollacott, under a lease from them for seven years from Christmas 1821, at a good rent of 31l. per annum.

2.—The dividends on 200l. three per cent consols, purchased in 1782, and arising partly from a sum of 100l. given by John Tuckfield, in 1707, to the churchwardens and overseers of the poor of this parish, the interest to be applied for keeping 10 poor boys of this parish at the English school, and partly with other monies belonging to the charity. This stock now stands in the name of the governors.

3d.—A yearly rent charge of 40s. granted by indenture, bearing date 6th February, and enrolled in the court of Chancery, from Mary Harris, of Park, in the parish of Crediton, widow, to Sir John Chichester, and 11 others, by name (described as being the 12 governors of the goods of the church of Crediton), their successors and assigns, for ever, to be issuing out of a field, called Thomas's close, at the end of Turnagain-lane in the said parish, then in the possession of John Harris, to the use of the said Sir John Chichester, and others, their successors and assigns, upon trust, that they, their successors and assigns, should pay the said rent charge to the schoolmaster of the English school on Bowdon hill, and his successors, in augmentation of his and their salary, for teaching poor children to read.

This rent charge was paid, and thus applied, till a few years ago, when payment of it was refused by Mr. William Harris, the

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present owner of Thomas's close, on the ground, that as the grant of the rent charge was made to the governors as individuals, and not as a corporation, and as the grant did not contain words sufficient to carry the rent charge in fee simple to them as individuals, the claim of the charity could not be supported after the death of the survivor of the governors mentioned by name in the grant, which event had then taken place. We fear that this is a sufficient ground of objection, and that the payment of the rent charge cannot be enforced.

THE BLUE SCHOOL.—Before the above mentioned union, this school was established near the church-yard of Crediton, and the following were its permanent funds:

1.—A rent of 4l. charged by the will of Mrs. Mary Trenchard, bearing date 13th September, 1728, upon her demesne lands in Shobrooke and Crediton, now the property of Richard Hippisley Tuckfield, esq., to be paid to the trustees of the charity school of Crediton.

2.—Ten shillings per annum, paid by Mr. Samuel Davey, out of a field, called Dickersham, in respect of Thomas Colliton's gift, mentioned in a precedent part of this Report.

3.—The interest of two deeds poll of 50l. each, one of the Exeter and the other of the Oakhampton turnpikes, bearing interest at four per cent, and purchased with various gifts, more than 60 years ago.

4.—The dividends on 1,400l. four per cents, purchased as follows, in the names of the 12 governors of Crediton:—

	£.	s.	d.
With 400l. given by the will of Mrs. Honor Prowse in 1776, and 50l. given by John Morris	506	7	6
With 530l. given by the will of William Lake in 1787	687	10	0
With 20l. given in 1788 by Mr. Thorne; 30l. given in 1794 by Mrs. Mary Harris; and 100l. given by the will of William Puschase in 1799	200	0	0
With 4l. 11s. 3d. added by James Buller, esq. to make up 1,400l. stock	6	3	0
Four per cents	£1,400	0	0

5.—Ten pounds per annum, part of the dividends on 3,000l. three per cent. consols, given by Mrs. Elizabeth Tuckfield, as mentioned in a preceding part of this Report.

Since the union of these schools, the two following legacies have also been received:—100l. three per cent. consols, given by the will of George Bodley, bearing date 8th October, 1817, and proved in 1820, to the trustees of the parish charity school, for the education of poor boys at Crediton, on condition that Samuel Davey should have the nomination of three boys to that school, as soon as the same could be obtained, after the trustees should receive his legacy.

Fifty pounds navy five per cents., given by the will of William Elston, in 1821, now 52l. 10s. new four per cents.

The stock derived from both these legacies stands in the names of the governors of Crediton.

The following is a summary of the present income of the united schools, arising from the above mentioned sources:—

	£.	s.	d.
Rent of Charity School Fields	31	0	0
Rent-charge (Trenchard's gift)	4	0	0
Do - - (Colliton's gift)	0	10	0
Interest on turnpike deeds poll	4	0	0
Dividends on 200l. three per cent consols	6	0	0
Do - on 1,400l. four per cents	56	0	0
Do - on 100l. three per cent consols	3	0	0
Do - on 52l. 10s. new four per cents	2	2	0
Mrs. Elizabeth Tuckfield's gift	10	0	0
	£116	12	0

The charity also receives 20l. per annum, as a donation from the governors of Crediton, out of the tithes, &c. held by them.

The residue of the income consists of subscriptions and collections after sermons, to the amount of about 95l. per annum.

The average expenditure of the charity is as follows:—

	£.	s.	d.
Clothing 55 boys and girls	105	0	0
Schoolmaster's salary	65	0	0
Schoolmistress's do	20	0	0
Rewards to the children	12	0	0
Books, stationery, coals and sundries	28	0	0
	£230	0	0

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The schoolmaster, besides the above mentioned salary, receives 7l. per annum from the governors of Crediton, which is given to him in addition to their annual donation of 20l. paid to the treasurer of the charity.

A committee of subscribers meets every month for the admission of children, and the general management of the charity. Visitors of the school are also appointed, and two general meetings are held in the year; at one of which an annual treasurer is chosen, by whom the income is received, and disposed of under the direction of the committee. The number of children in the school at the time of our inquiry, was 142 boys and 89 girls, residing in the parish of Crediton, admitted on the recommendation of subscribers, and instructed on the Madras system. The girls are taught knitting and sewing; and some of them are instructed in glove-making, under Sir John Hayward's charity. The children who are clothed are selected at the general meetings, as being the most deserving. The accounts for the year are audited at one of the general meetings.

Dunn's School.

Samuel Dunn, teacher of the mathematics, and master for the longitude at sea, by his will, bearing date 5th January, 1794, after stating, that he had formerly taught school in a school-house in Crediton, at the foot of Bowdon hill, requested the corporation of Crediton to provide always, and have, a master of that school residing therein, of the church of England, but not in holy orders, an able teacher of writing, navigation, the lunar method of taking the longitude at sea, planning, drawing and surveying, with all mathematical science; and stating also, that he was possessed of 1,000l. five per cent. annuities, he reserved 600l. thereof, which was 30l. a year, for that charitable purpose; which 30l. a year he gave to the master that should be appointed by the corporation of Crediton, to the intent that he should faithfully instruct at least six boys of the church of England, descendants of the above Dunn, Harris, or others residing at Crediton, for one whole year, gratis, and so on from year to year; and he directed, that the said corporation should receive the said annuity of 30l. for that purpose, the capital of 600l. to be in the bank, with a power to the corporation to change the security for the same purposes.

The stock thus bequeathed now consists, in consequence of the reduction of the five per cents, of 630l. new four per cents, standing in the name of the governors of Crediton, and producing dividends amounting to 25l. 4s. per annum.

The school-house alluded to by this donor, is the same that we have already mentioned, as being the place where the English school was kept previously to its union with the blue-school.

The dividends on the stock are received by the clerk of the governors, and are paid over by him to a schoolmaster appointed by the governors, under Mr. Dunn's gift, who resides in the said school house; and in respect of this donation, undertakes to instruct 12 boys of Crediton, nominated as vacancies occur, by the governors, and also any of the descendants of the persons mentioned in the will, of the names of Dunn and Harris; he teaches these scholars reading, writing, and arithmetic, to which, in a few instances where it has been required, he has added instruction in mensuration and land-surveying. He states himself to be competent to teach navigation, but no application has been made to him for that purpose during the time that he has been master of the school. No particular age is fixed for the boys admission into or quitting the school.

Lost Gifts.

The before mentioned Thomas Miller, by his will in 1611, gave to the corporation of Crediton, 100l. to be lent to 10 young weavers of Crediton and Sandford.

Sir *Simon Leach*, by his will, the date of which does not appear, gave to the churchwardens and overseers of Crediton 50l. to be lent to 10 poor weavers, whereof four should be of Sandford.

It appears from the church tablets, that *John Rowe*, gave 100l. to be lent for the benefit of poor decayed tradesmen.

John Trend gave 24l. to be lent to six poor weavers.

Edward Whitfield, in 1683, gave 10l. to be lent to four decayed weavers.

We have not found any further trace of the foregoing donations for loans, or of the following gifts, which are mentioned in the inscriptions on the church tablets, amongst others of smaller amount.

1587. *John Northcott* and his wife, 26l. 13s. 4d.

1625. *Gilbert Keate*, 20l.
Parson Nicholls, 60l.
Gilbert Davy, 20l.
Humphrey Selwood, 20l.
John Dunscombe, 66l. 13s. 4d.
Mr. Berriman, 100l.

1668. *Simon Snow*, 40l. which last sum is stated to have been received by the governors.

1704. *John Hawkins* gave to the governors of Crediton, and their assistants and guardians, 100l. to be laid out at interest in purchasing some lands of inheritance, as they should think fit, the interest and increase thereof to be applied towards the maintaining the hospital or workhouse in this parish.

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In the returns made to Parliament in 1786 it is mentioned, that *Robert Mortimore*, by deed, in 20th Charles I, gave to the poor of this parish a rent-charge of 3s. 4d. per annum, stated to be vested in the churchwardens and overseers. We have met with no further information respecting this small rent-charge.

It is stated upon one of the tables in the church, that *John Kingwell*, in 1685, gave to the poor of this parish an annuity of 20s. for ever, to be paid at Christmas, out of a parcel of his land, called Hollocomb ground, to be distributed in bread, at the discretion of the officers of the poor. It appears from the accounts of the overseers of the poor, that this annuity was received and distributed till the year 1694, subsequently to which no trace of it is found, and we are unable to account for its having thus ceased. We are informed that Hollocomb is a district in the parish of Crediton, comprising various estates belonging to different individuals.

HAMLET OF SANDFORD.

This place is, properly speaking, a hamlet, in the parish of Crediton, but it appears to have been long considered a distinct parish. The benefits to which it is entitled under the Crediton church corporation trust, have been already detailed in the present Report, in the account of the charities of that parish, to which we may also refer for a statement of Davie's almshouse, in which two poor persons of Sandford are maintained; and of Miller's gift of an annuity for a weekly distribution of one shilling's worth of bread in each of these places.

POOR'S LANDS, INCLUDING HAYDON'S GIFT.

By indenture of feoffment, bearing date 10th September, 1702, between Simon Lane, son and heir of Simon Lane, deceased, of the one part; and Sir William Davie, bart. and 14 others of the other part; reciting, that *Thomas Haydon* had given to the parish of Sandford 100l. to be laid out in land, for the use and benefit of the poor of the said parish, the rents thereof to be yearly bestowed by the churchwardens and overseers of the poor, amongst such of the said poor as they should think had the most need thereof, and in such manner as they should think fit, they making a just account thereof at the end of their year to the parishioners, when they should yield up their other accounts: And reciting also, that the parishioners had bestowed the said 100l. in lands, for the use of the poor of the said parish; and had purchased lands, called East Aller Downs, in the said parish, containing by estimation 20 acres, in the names of Sir John Davie, and others; and further reciting, that the said trustees were all then dead, and that Simon Lane, the father of the said Simon Lane, party thereto, was the survivor of them, the said Simon Lane, granted and enfeoffed to the said parties of the second part, and their heirs, the said closes, called East Aller Downs, to the only use, benefit and behoof of the poor of the said parish of Sandford.

By deed, bearing date 7th April, 1720, reciting, that John Newcombe, and two others, executors of the will of Thomas Reeves, and Thomas Reeves, son and heir of the said Thomas Reeves, in consideration of 105l. paid to them by Sir John Davie, and nine others, had enfeoffed to the said Sir John Davie, and others, a close, with the appurtenances, lying near Paignton hill head, in the parish of Crediton, called the Three Corner Close, containing by estimation 2½ acres; the said Sir John Davie and others, declared that the said sum of 105l. paid as the consideration of the premises, was the proper money or stock of the parish of Sandford, and particularly belonging to the poor inhabitants thereof; and further, that the said premises were so granted to them, in trust, for the poor inhabitants of the said parish of Sandford, to the use, that they and their successors should yearly, for ever, on the 26th of December, meet in the churchwardens chamber belonging to the said parish, and there, together with the churchwardens and overseers of the poor, distribute the clear rents and profits of the said premises amongst such poor inhabitants thereof, as had no other common relief from the said parish, or were in great want, beyond such common relief, in such manner and proportion as to them and the said officers should seem fit; and that the said premises should for ever thereafter be disposed of for the benefit of the poor inhabitants of the said parish of Sandford, as was before mentioned: And it was further declared, that when the said Sir John Davie and others, should be by death reduced to three persons, the survivors should re-enfeoff the premises to the use of themselves, and so many principal inhabitants of the town or parish of Sandford, or owners of land there, as should, together with themselves make up the number of six, and not exceed 13 at the most, and so from time to time: And it was further declared, that the trustees should keep a book or account, wherein they should set down what was yearly laid out on the premises, and what poor persons had had the advantage of the said distribution; and that if it should appear fit to the trustees, for the advantage of the poor, to alter any thing in the execution of the trusts, it should be lawful for them so to do, provided that the rents and profits of the premises should be to the only use of the poor of the said parish of Sandford.

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The last appointment of trustees of the above mentioned lands took place in 1810, when they were conveyed to 12 trustees, of whom 11 are now living.

The premises called East Aller Downs consist of a small farm house and buildings, with several cottages, orchards, gardens and fields, the whole containing about 28 acres, which were let by auction, in 1815, to John Back, for a term of 14 years, at 53l. per annum; that rent, however, was afterwards reduced, at a general meeting of the trustees, to 42l. which is stated to be the fair annual value of the farm. No lease has been executed, and the tenant has died since the commencement of his term, but his widow and executrix continues in possession of the land. It is understood, that the tenant is to pay all outgoings, and to repair the buildings, which are said to be in good condition. These premises appear to have been previously let for a similar term, at the rent of 34l.

The three-corner close, now usually known by the name of the Paignton field, was let by auction on the 10th April, 1822, for 7 years, commencing from the ensuing Michaelmas, at the annual rent of 10l. to Walter Thomas Haydon, to whom it had been previously let, for a similar term, at the rent of 12l. 12s. Shortly after the auction, the tenant left the country, and his brother, William Haydon, undertook to pay the stipulated rent for the current year ending at Michaelmas, 1823, when the trustees propose to let the field again by auction.

The rents of these premises, after allowing the occasional expenses attending the letting of them, are thus disposed of; notice is given in the church, on the Sunday before Christmas, that such persons as wish to partake of the charity must, within a specified time, declare their names to the vestry clerk; after the expiration of that time, the trustees, churchwardens and overseers, meet and prepare a list, which contains the names of such of the poor of Sandford as have received no parochial relief for the antecedent year, together with the sums which they, considering the respective wants of such poor persons, think fit to bestow upon each. The distribution takes place at the vestry, on the 26th of December, in sums varying from 2s. to 20s. and if the whole sum in hand should not be thus disposed of, the residue is carried to the account of the following year. The average number of poor persons thus annually relieved is about 120.

John Davie's Gift.

It appears, from an inscription on a tablet, in the church of Sandford, that *John Davie*, of Prowse, who died in 1675, gave to six poor husbandmen of this parish, not otherwise relieved, all the rents of all the houses and gardens that he died possessed of, near St. Swithin's Shoot, at the west end of Sandford town, the rents whereof were to be yearly and equally divided between them, according to the direction of his last will and testament.

No deed relating to these premises is found amongst the parish documents.

The above-mentioned premises consist of six dwelling-houses, with four orchards or gardens, situate near a stream called St. Swithin's Shoot, at the west end of Sandford town. It has been usual for the trustees of the other lands belonging to the poor, together with the churchwardens and overseers to let these premises by auction, for terms of 14 years, to one tenant, at a clear yearly rent the lessee undertaking to repair. The last letting was in September, 1822, when they were demised to John Morgan and William Edwards jointly, from Christmas 1822, for 14 years, at the clear rent of 7l. 10s. but no lease had been executed at the time of our inquiry, in May 1823. The rent for the previous 14 years was 9l. 17s. 6d. The buildings are said to be in a fair state of repair. The clear rent is divided equally, among poor husbandmen of this parish, not receiving relief. The last distribution of the rent was extended to nine such persons.

Emanuel Davie's Gift.

It appears, from an inscription on a tablet in the church of Sandford, that *Emanuel Davie*, of Rumford, esquire, gave in bread, weekly, for ever, 2s.

We are informed by Sir John Davie's steward, that the annual sum of 5l. 4s. appears from a recital in a family deed, to be payable out of two parcels of land called Moor Acre and Beer Meadow, the property of Sir John Davie.

Four sixpenny loaves are provided every Sunday, by a baker, at the expense of Sir John Davie, and brought to the church, where they are distributed, after evening service, by the vestry clerk and sexton, to four poor persons of the parish, not having relief. A list is made out, with the assistance of the parish officers, in which the names of all persons not having relief are inserted, and each of them receives a loaf in rotation.

Dowrich's Gift.

John Dowrich, of Dowrich, esquire, by his will, bearing date 26th July, 1702, gave to John Doidge and two others, and their heirs, a yearly rent charge of 5l. to be issuing out of his barton of Prowse, in trust, to be by them employed towards the clothing of seven such poor people of the poor of Sandford as should not receive alms of the said parish, such clothes to be marked with the letters J. D. made of red cloth, at the discretion of the said trustees; and he directed

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that the said trustees should pay over the said rent charge to the churchwardens of Sandford, for the time being, to be by them bestowed for the purposes aforesaid.

We do not find any renewal of this trust since 1750.

Sir John Davie is the present owner of the barton of Prowse, and pays this rent charge to the churchwardens shortly before Christmas. Cloth is provided by the churchwardens and overseers for six coats, at as cheap a rate as it can be procured, four yards being allowed for each coat. This cloth is given on the day after Christmas-day, to six poor men not receiving relief, by the churchwardens and overseers, and the residue of the rent charge, if any, is divided among the same six men, to pay for making the coats. The names of the persons to whom the cloth is given are entered in a book kept for that purpose. The coats were given to seven persons, as directed by the donor, until 1811, but from that time, in consequence of the increase of the price of cloth, the distribution has been confined to six. The letters J. D. are now marked upon the coats.

NORRISH'S GIFT.

Daniel Norrish, by his will, bearing date 5th December, 1805, devised as follows:—"I give and bequeath unto my three nephews, Edward Norrish and John Norrish, sons of my late brother Edward Norrish, and John Norrish, son of my late brother Robert Norrish, and to their heirs, for the time being, the sum of 105*l.* to be paid them by my executor hereinafter named, within six weeks after my decease, in trust, for the poor of the parish of Sandford, and to the intent that they, or some of them, do place out this money on good security, until they can purchase a house or field of land therewith; and the interest or the free income of the premises so purchased, the most that can be made thereof, I will and desire may be given yearly, for the time being, to the poor of Sandford aforesaid, as need the same, on Good Friday, every year, by my said trustees, and their successors, for ever."

Robert Norrish, whom the testator appointed his executor and residuary legatee, has, with the consent of the trustees mentioned in the will, retained in his hands the legacy of 105*l.* and has distributed, yearly, on Good Friday, 3*l.* 3*s.* as the amount of banker's interest thereof, amongst poor persons of Sandford attending the church on that day, in sums varying from 1*s.* to 2*s.* 6*d.* each. That gentleman produced to us a book, in which he has registered the names of the persons who have partaken of the charity, and the sum each has received; and he informed us, that although, by the advice of counsel, he had been induced to consider the bequest void, yet he had, from a regard to the testator's intentions, distributed the above-mentioned annual interest, and should continue to do so during his life.

It appears to us to have been the object of the testator, that the legacy should eventually be disposed of in the purchase of land, and therefore we apprehend that the gift is void under the mortmain act; but as the point may not be altogether free from doubt, we have thought it our duty to notice the bequest in our statement of the charities of this place.

SIR JOHN DAVIE'S GIFT.

Sir John Davie, baronet, by his will bearing date 1st January, 1677, gave to the churchwardens and overseers of the poor of the parish of Sandford, and their successors, a yearly rent charge of 16*l.* to be issuing out of his tenement at Sandford town, called Lower House Tenement, to be bestowed by them for the benefit of poor people's children of the said parish, viz. to some understanding and honest man, fit to keep an English school, 10*l.* yearly, for which sum the said schoolmaster was to teach twenty poor children of the said parish, whose parents received pay monthly, and should be willing to keep them constantly at school; and for want of twenty such children, the number to be made up of others whose parents were least able to pay for their schooling, and most willing to send them there, where the said schoolmaster should teach them to read the Bible, and say the Creed, the Lord's Prayer, the Ten Commandments, and the Church Catechism, for two years; and in case the said scholars should not then, in the judgment of the minister of the parish, be competently perfect, that then the schoolmaster, at his own cost, should teach such imperfect scholars till they should be perfect, but his stipend to go on for twenty new scholars, to be admitted and chosen by the said officers, with his heir, who should give a list of their names to the schoolmaster; and he directed, that the said schoolmaster should be appointed by his heir out of candidates proposed by the chaplain of Sandford, and by the churchwardens and overseers, with five or three of the chief inhabitants; and he further directed, the said churchwardens and overseers, out of the remaining 6*l.* of the said annuity, to bestow 5*l.* 10*s.* in blue cloth caps and coats for ten of the poorest children of the said twenty, on their first admission to the school, and the remaining 10*s.* in books for them; and that in the next year, the remaining 6*l.* should be bestowed by the officers aforesaid, with the advice of the chaplain, in twenty Bibles for the said twenty scholars at their dismissal from the

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school, to keep and carry with them for their use and benefit.

Sir John Davie, baronet, the heir of the founder, is the present owner of the tenement charged with the annuity, which is now called Snow's; he pays 10l. per annum to a schoolmaster appointed by himself, on the recommendation of the chaplain of Sandford, for teaching twenty children (who are nominated by the churchwardens and overseers, according to the directions of the will), to read and say the Church Catechism for two years, when they are dismissed, and others are appointed in like manner. The children (boys or girls) are admitted at Christmas, and at the following Christmas, 5s. 6d. is allowed towards the clothing of each of them. For the boys, grey cloth is purchased as cheaply as it can be procured by the parish officers, and is given to the parents, and made up by them. Materials, also, of stuff or cotton, are given to the same amount, for making frocks for the girls, and the sum of 10s. is laid out in books for the use of the school. At the second Christmas, the children, on their dismissal, receive a Bible each. The cost of these Bibles is rather more than 6l., the residue of the annuity, but the surplus is paid by Sir John Davie. The same schoolmaster also receives a moiety of Ham's gift and Lock's gift, hereinafter mentioned, and teaches the children appointed under these charities in the same manner.

Ham's Gift.

By indenture, bearing date 11th August, 1743, between John Ham, of Halberton, (surviving trustee as to the monies therein mentioned, of the will of Robert Ham, of Crediton, clerk, deceased), of the one part; and William Barter, clerk, chaplain of the hamlet of Sandford, Robert Read, Robert Lane, and Daniel Browne, three of the governors of the church of Crediton for the said hamlet of Sandford, of the other part; reciting, that the said *Robert Ham*, by will, bearing date 3d of January, 1730, gave to the said John Ham and two others, deceased, the sum of 60l. in trust, to be by them laid out at interest for the teaching of poor children, yearly, for ever, to read, at the eastern and western end of the said hamlet of Sandford, as had been done for several years then past; and further reciting, that the said John Ham had received the said sum of 60l., and being willing that the said charity should be established and vested in the chaplain and three governors of the said hamlet and their successors, he, in consideration of the said sum of 60l. and also of 16l. paid to him by the said parties of the second part, granted to them and their successors and assigns, a yearly rent charge of 3l. to be issuing out of a messuage and tenement lying in Cradock, in the parish of Uffculouse, called Baron's Tenement; and it was thereby declared, that the said rent charge should for ever be employed for the benefit of the poor people's children of the said hamlet in the following manner, viz. 1l. 10s. part thereof to some understanding honest and well-disposed man, fit to teach and keep an English school, and who should live in and keep the same, in a vill called New Building, lying in the western end of the hamlet of Sandford, and 1l. 10s. residue thereof, to another such man, who should live in and keep a school in a vill lying between Pryerton and Dyra, at the eastern end of the said hamlet; for which said respective sums, the said schoolmasters, who were from time to time to be appointed by the trustees, should each of them teach five poor children of the said hamlet, to be nominated in like manner, whose parents should be of the church of England, and not of any religious society dissenting therefrom, and who should usually attend divine service on the Lord's day, and be inhabitants legally settled in the said hamlet and least able to pay for their children's schooling, and who should be careful to keep them constantly at school, subject to regulations nearly similar to those mentioned in the will of Sir John Davie, above stated.

Mr. John Pring the owner of the property charged with this annuity, pays one moiety thereof to the schoolmaster appointed under Sir John Davie's gift, who resides in the vill lying between Pryerton and Dyra, and the other moiety to another schoolmaster resident in that part of the hamlet of Sandford, which is called New Building. Each of these persons teaches five poor children of the hamlet to read and say the Catechism, in respect of the emoluments he receives under this donation.

Lock's Gift.

By indenture, bearing date 29th September, 1773, and enrolled in chancery, between Mary Lock, of Dowrich, in the hamlet of Sandford, of the first part; Sir John Chichester, baronet, and four others, of the second part; and Sir John Davie, baronet, of the third part, the said *Mary Lock* granted and enfeoffed to the said Sir John Davie, and his heirs, a field called Trencher's Down, in the parish of Crediton, parcel of a tenement called Birdishill, to the use of the said Sir John Davie and his heirs, yielding and paying to the said Mary Lock, Sir John Chichester, and the other parties of the second part, and their heirs, the yearly rent charge of 3l.; and it was declared that the said rent charge should be paid to a schoolmaster for instructing ten poor children of the hamlet of Sandford, in the same manner

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as has been stated in the account of Sir John Davie's gift.

This trust was renewed in 1787, and one of the trustees then appointed, is now living; that gentleman and the chaplain of Sandford, nominate the schoolmaster and the ten children to be educated under this gift. The field called Trencher's Down, is the property of Sir John Davie, who pays the annuity of 3l. to the same schoolmaster as teaches the children under Sir John Davie's gift.

PARISH OF KENNERLEIGH.

POOR'S MONEY.

The returns made to Parliament in 1786, state a sum of 3l. to have been given to the poor of this parish, by some unknown donor.

Three shillings per annum, as the interest of the sum, are now paid, by the overseer of the poor for the time being, out of the parochial funds in his hands, and are applied in aid of a school for the poor children of the parish, supported by voluntary contributions.

PARISH OF MORCHARD BISHOP.

POOR'S LAND.

By indentures of lease and release, bearing date 1st and 2nd April, 1713, Robert Stone and others, in consideration of 250l. conveyed to Andrew Quicke and others, a messuage and tenement, called Ingoodown, in the parish of Morchard Bishop, part of the manor of Morchard Arundell, and all houses, lands, &c. thereto belonging, upon trust, with the consent of such persons whose names were mentioned in a schedule thereto annexed, and who had subscribed the sum of 5l. or upwards, towards the said purchase money, their respective heirs and assigns, together with the minister, churchwardens and overseers of the parish of Morchard Bishop, from time to time, to demise the said premises for any number of years, not exceeding, 21, at the full yearly improved rent, and to apply the same amongst such only of the poor of the said parish as should from time to time have no weekly, monthly, or yearly pay, or other relief or maintenance from the said parish, and such only as the said persons should from time to time order and appoint, with a proviso, that when the trustees should be reduced to four, the survivors should appoint others, inhabitants or owners of lands in the said parish, at the nomination of the said subscribers, their heirs and assigns, with the minister, churchwardens and overseers, with their successors.

The schedule annexed to this deed contains the names of 17 persons, who contributed towards the purchase of various sums, amounting in the whole to 104l. The residue of the purchase money probably arose from previous donations to the poor of this parish.

The last appointment of trustees was by deeds of lease and release, bearing date 6th and 7th April 1801, under which seven trustees are now living.

The tenement, called Ingoodown, consists of a farm-house, in tolerable repair, and above 50 acres of land, a considerable portion of which is covered with furze, and the residue is in tillage. It was leased by the trustees to Abraham Cooke, for a term of 14 years, from Lady-day, 1815, at a good yearly rent of 19l. 19s. the trustees agreeing to do all the repairs of the buildings, except of the thatch. The letting took place by private contract, after a valuation made by two of the trustees. The tenant, after holding the farm till 1821, failed, when he gave up the possession of it to William Cann, by whom the rent was paid to Michaelmas, 1822; and at the time of our investigation (December, 1822) it was in the occupation of John Cann.

A few years since timber was cut on this farm, the produce of the sale of which, amounting after payment of expenses to 71l. was laid out by the trustees in the purchase of two deeds poll of the Exeter turnpike trust, for 50l. each, bearing interest at four per cent.

Abraham Cooke, the late tenant of the land, had been allowed, during his term, to retain half a year's rent in hand. On his failure, the rent, with some arrears, was paid to the time of his quitting the farm, and the sum of 13l. thus produced beyond what was necessary for the usual distribution, was placed in the Exeter savings bank, with other monies, hereinafter mentioned.

The application of the rents of this land, and of the interest of the above mentioned deeds poll, will be stated with that of the income arising from the poor's money, and the small annuities hereinafter mentioned, with which they are united.

POOR'S MONEY.

A tablet in the church contains a list of various donations to this parish of monies to be lent, amounting in the whole to 157l. Other tablets state the following gifts, the dates of some of which are taken from the Returns made to Parliament in 1786.

1695.—£15, given by Mrs. Ann Pridham, the interest to be distributed yearly in bread, on 30th January.

1700.—£40, given by Peter Comyns, the interest to be distributed yearly in bread, one-half thereof on the first Sunday in Jany. and the other half on the first Sunday in March.

1700.—£20. given by Andrew Quicke, the interest of which was to be distributed yearly in shirts, on the 30th of January. It

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used to be so given; but in consequence of the advanced price of cloth, it has for several years formed part of the general distribution in money which takes place on that day, as hereinafter mentioned. In future it is proposed to recur to the mode of application directed by the donor.

1742.—£20., given by the will of John Comyns, to be lent at interest, or laid out in land, and the interest to be yearly bestowed by the churchwardens and overseers of the poor in sixpenny loaves, to be by them, and the principal inhabitants, distributed to the poor people of the parish, having no monthly relief, on the Sunday after his death, which took place 24th November.

1756.—£20., given by the will of Dorothy Comyns, widow of the above, for a similar annual distribution of bread, on the Sunday after her death, which took place 26th April.

Two deeds poll, for 50l. each, bearing interest at four per cent., one of the Exeter and the other of the Barnstaple turnpike trust, are now holden for the benefit of the poor of this parish, and are supposed to have been purchased with part of the above mentioned donations.

In 1781, 100l. old South Sea annuities, was purchased, in the names of trustees, for the parish, part of which arose from a legacy of 50l. given, to provide bread for the poor, by Mrs. Ann Comyns, in 1779, and the residue of the purchase money was probably derived from another part of the above mentioned donations. In July, 1822, it was thought advantageous to sell this stock, and to place the produce of it, being 78l. 11s. after payment of the expenses attending the sale, in the Exeter savings bank, at four per cent.

Two sums, one of 5l, and the other of 4l. which had been lent, at five per cent interest, to individuals of the parish, were, in 1821 and 1822, placed in the same savings bank, making, with the before mentioned sum of 13l. arising from the surplus rents of Ingoodown, and the sum of 78l. 11s. arising from the sale of the 190l. old South Sea annuities, 100l. 11s.

At the time of our investigation, there remained in the hands of individuals the following sums, at five per cent interest, which it was also intended to call in, and place without delay in the same bank:—

	£.	s.	d.
Rev. Peter Comyns Tucker	5	0	0
Rev. John Churchill	5	0	0
Roger Denham	4	0	0
John Pope	4	0	0
Thomas Tucker	5	0	0
	£23	0	0

A further sum of 4l. which had been in the hands of another Thomas Tucker, was lost by his death, about seven years since, in insolvent circumstances.

We are not aware that any other part of the poor's money has been lost.

John Quicke's Gift.

It appears from an inscription on a tablet in the church, that *John Quicke*, esquire, in 1660, gave out of Lower Week, 1l. yearly, for 500 years. This annuity is now paid by John Quicke, esquire, the owner of an estate in this parish, called Lower Week.

Arundell's Gift.

It is stated on the same tablet, that *Alexander Arundell*, in 1667, gave 13s. 4d. yearly, out of Rudge Arundell, for ever. This annuity is now paid by the Rev. W. Radford, the owner of an estate in this parish, called Rudge Arundell.

Chilcott's Gift.

It is stated on the same tablet, that *John Chilcott*, in 1700, gave 10s. yearly, out of Knightstone Down, for ever. This annuity is now paid by Mr. Robert Webber, the owner of the tenement called Knightstone, Down, in this parish.

White's Gift.

It is stated on the same tablet, that *Peter White*, in 1711, gave 6s. 8d. yearly, out of Blagrove. The tenement called Blagrove, is in the parish of East Worlington, and is now the property of Sir Richard Kents. This small annuity is not now paid; and in a note to the returns made to Parliament in 1786, it is mentioned that it had not then been paid for more than 20 years, though constantly demanded, and that counsel's opinion had been taken thereon, which was, that the devise was void, as no trustees were nominated in the will. We apprehend, however, that if there was no other objection to this gift, the want of trustees would not have prevented its taking effect.

John Quicke, junior's Gift.

By indenture, bearing date 24th August, 1705, between Elizabeth Quicke, relict and executrix of John Quicke, esquire, and Andrew Quicke, son and heir of the said John and Elizabeth Quicke, of the one part;

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and Peter Comyns, and two others, of the other part; reciting, that the said *John Quicke*, by will, bearing date 17th January, 1700, had given to the poor of the parish of Morchard Bishop, 20l. to be bestowed by his executrix in the purchase of lands, the yearly profits thereof to be distributed by his heirs, to the poor of the said parish, with the consent of the rector, churchwardens and overseers of the poor, and that the said Elizabeth had not found a conveniency to bestow the said 20l. in land, although she had endeavoured so to do, and that she was desirous to perform the said will as nearly as she could; the said Elizabeth and Andrew Quicke, for the performance of the said will, as near as might be, granted to the said parties of the second part, and their heirs, a rent charge of 20s. issuing out of the capital messuage, barton, farm, and demesne lands of Rudge, in the said parish of Morchard Bishop, on trust, that they should bestow the said rent charge amongst the poor of the said parish, as the said Elizabeth and Andrew, and their heirs, should direct, with the consent of the rector and churchwardens, and overseers of the poor of the said parish, or any two of them, for ever.

This annuity of 20s. is now paid by John Quicke, esquire, the owner of the estate called Rudge.

The following is a statement of the yearly income arising from the above-mentioned sources, and received by the Rev. Peter Comyns Tucker, one of the trustees of the poor's lands, who acts as treasurer.

	£.	s.	d.
Rent of Ingoodown	19	19	0
Interest of 100l. 11s. in the Exetgr savings bank, at four per cent	4	0	5
Interest of 23l. in the hands of individuals, intended to be placed in the savings bank, at four per cent	0	18	4
Interest of two Exeter turnpike deeds poll, purchased with the produce of the sale of timber on Ingoodown	4	0	0
Interest of another Exeter turnpike deed poll	2	0	0
Interest of one Barnstaple turnpike deed poll	2	0	0
Annuity out of Lower Week	1	0	0
Do. out of Rudge Arundell	0	13	4
Do. out of Knightstone Down	0	10	0
Do. out of Rudge	1	0	0
	£36	1	1

From this united fund the following annual distributions of bread are made:—

	£.	s.	d.
On the first Sunday in January to the amount of	1	0	0
On the 30th of January	0	15	0
On the first Sunday in March	1	0	0
On the first Sunday in May	1	0	0
On the first Sunday after the 24th of November	1	0	0
	£4	15	0

The residue of the income, after defraying the expense of the annual repairs of the buildings at Ingoodown, is distributed, in nearly equal proportions, at two meetings, holden on the 30th of January and the 5th of November, which are usually attended by the trustees of the poor's lands, and the minister and churchwardens. These distributions are made amongst the poor persons of the parish, not receiving parochial relief, the portions given to each varying according to their necessities, and the numbers of their families.

MRS. TUCKER'S GIFTS.

By indenture, bearing date 14th December, 1733, *Thomasine Tucker*, widow, granted to Henry Churchill, clerk, and six others, of Morchard Bishop, and their heirs, a yearly rent charge of 10l. to be issuing out of several messuages, lands and tenements, in the parish of Sandford, called Way's tenement, John Pasmore's tenement, Thomas Pasmore's tenement, Maunder's tenement, Bennett's tenement, and Wilcock's tenement; all which tenements were formerly parts of a down, called Wolland Down, in trust, to employ and bestow the same for the good and benefit of the poor people's children of the said parish of Morchard Bishop; viz. a sum of 6l. yearly, to some understanding and well disposed man, able to teach and keep an English school in the parish aforesaid, for teaching eight boys and eight girls, of such poor people's children, of the said parish, whose parents should be of the church of England, and not of any congregation dissenting

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therefrom, and usually attending divine worship, being inhabitants legally settled in the said parish, and least able to pay for their children's schooling, and who should be willing to keep them constantly at school, where the said schoolmaster should be diligent to teach them to read well the Bible, and say perfectly the creed, the Lord's prayer, the ten commandments, and the church catechism, in the space of two years from their first admission into the said school, being the time allotted for the perfecting such scholars, and the admission of so many other like poor children in their places; but she directed that in case the said scholars should not within two years, in the judgment of the minister and trustees, be made completely perfect, the said schoolmaster should, at his own cost and trouble, teach such imperfect scholars, until they should be perfect as aforesaid, in addition to his sixteen other scholars; the said children and schoolmaster to be elected by the said trustees; and in case of inability or negligence in the schoolmaster, after admonition, another to be elected by them. And as to the sum of 4l. residue of the said rent charge of 10l. in trust, to bestow so much thereof as the trustees for the time being should think convenient, in blue cloth for caps and coats for the eight poor boys, and in gowns for the eight poor girls, upon their first admission into the school; and the remaining part thereof in Bibles, for so many of the said scholars as the trustees should think fit, at their dismissal from the school; provided, that if any of the poor children should die within the said two years, or willingly absent themselves from the school (in which case they might be turned out of the school), the clothing given to them should be delivered back to the trustees, to be used for such other poor children as should be appointed in their places; and it was provided, that the said trustees should meet twice in every year, in the week after Christmas and the week after Whitsunday, to inquire into the behaviour of the said schoolmaster, and the attendance of the scholars; and should enter into a book, to be kept for that purpose, the trust accounts, subscribing their names thereto; with a proviso for appointing new trustees when their number should be reduced to three.

The last trust deed of this annuity bears date 20th January, 1812, when six trustees were appointed, all of whom are now living.

The above mentioned annuity of 10l. is received out of a tenement, in the parish of Sandford, called Wolland Down, the property of the trustees of the Rev. J. L. Kitson. The yearly sum of 6l. 10s. is paid to a schoolmaster, of Morchard Bishop, who, in respect thereof, instructs, on the Madras system, 16 poor children of the parish, boys and girls, appointed by the trustees, upon the conditions mentioned in Mrs. Tucker's will. The remaining 3l. 10s. is applied in clothing the children, at their first entrance into the school, and in providing bibles for them on their quitting it. In consequence of the smallness of the income, the parents of each boy are required to contribute a small sum towards his clothing.

At the time of our investigation, the annuity had been received to Lady-day, 1822, by the Reverend Peter Comyns Tucker, one of the trustees, who acts as treasurer; and who informed us that after the payments were made for the year ending at Lady-day, 1823, there would remain a balance of 19s. 3d. in favour of the charity.

It is stated, in the returns made to Parliament in 1786, that the said Thomasine Tucker, by her will in 1768, gave 1l. 4s. per annum for three coats, for three poor men of this parish; searches have been made for this will, but it has not been found: The annual sum of 1l. 4s. is received from the owner of Wolland Down, by the churchwardens of this parish for the time being, who therewith provide three cloth coats, which are given, about Christmas, to three poor men of the parish, selected by the minister and churchwardens, out of such as make application for the charity.

Mrs. Tuckfield's Gift.

The particulars of Mrs. *Elizabeth Tuckfield's* gift, in 1802, to this parish, amongst others, of 10l. per annum, to be distributed by the minister for the time being, according to his discretion, amongst poor persons of the parish not receiving parochial relief, have been already stated, in the present Report, in the account of the charities in the parish of Crediton.

The annual sum of 10l. is received from Mr. J. Smith, the clerk of the governors of the parish of Crediton, by the minister for the time being, and is distributed by him, according to his discretion, amongst poor persons of this parish not receiving parochial relief.

Way's Gift.

It is stated, in an inscription on a tablet in the church, that *Abraham Way*, servant to Richard Gibbings, and to his father and grandfather, whom he served faithfully nearly 50 years, by his will, dated 12th Oct. 1807, gave, at the expiration of six years after his death (which happened 26th February, 1809), 100l. 3 per cent. consols, to the minister, churchwardens, and overseers of this parish and their successors; the interest thereof to be by them laid out, yearly, in canvas, for shirts, to be given to such poor men as had no parochial relief, not exceeding three yards and a half to each man.

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We are informed, that this 100l. stock was, after the testator's death, transferred into the name of Richard Gibbings, whose son was, under the will, entitled to the dividends thereof for the first six years from the testator's death, and that no transfer of it has since taken place. Such transfer, however, ought to be made.

The first distribution of cloth for shirts, in respect of this gift, took place on 30th January, 1817; and it has since been continued on the same day, annually, to poor men of the parish, not receiving parochial relief, after the rate of three yards and a half to each. As Mr. Gibbings's son was only entitled to the dividends for six years, it would appear that the distribution ought to have commenced a year earlier.

LANE'S GIFT.

Philip Lane, who died in 1817, gave, by his will, out of Southcote estate, in this parish, 10s. yearly, for ever, to be distributed in sixpenny loaves, to 20 husbandmen, on the Sunday next after the day of his death.

This quantity of bread is now distributed annually, according to the testator's directions, by Mr. John Davy, the present owner of the estate called Southcote, on the Sunday after the 25th of July, that being the day of the testator's death.

PARISH OF NEWTON ST. CYRUS.

GIFTS OF JOHN QUICKE, ROBERT QUICKE, JOHN QUICKE, AND THOMAS QUICKE.

A tablet in the church of this parish, bearing date in 1714, states, that an annuity of 1l. was given out of Creedy Perror and William, by *John Quicke*, to be distributed, yearly, amongst the poor.

Also, that a sum of 5s. was given by *Robert Quicke*, to be paid, yearly, out of Higher St. James Tree, in Wolfardisworthy, to 10 poor persons of this parish, whereof the clerk was to be one, each person first repeating the Lord's prayer.

Also, that *John Quicke*, esquire, gave out of Week, in Morchard Bishop, 1l. per annum.

Also, that *Thomas Quicke* gave out of Rudge, in Morchard Bishop, 1l. per annum.

The above mentioned annuities, with the exception of that of 5s. issuing out of Higher St. James Tree, are paid out of the respective estates charged therewith, all of them being the property of John Quicke, esquire.

The estate called Higher St. James Tree, is the property of Mr. John Commins Leach; the annuity charged upon it was, at the time of our inquiry (February 1823), in arrear from 1812. It appears to have been suffered to remain too long unde-

manded; and we were assured, that the payment of it should be applied for without delay.

ROCH'S GIFT.

It appears also, from a tablet, bearing date in 1735, that *John Roch* gave 10l. to the churchwardens and overseers of the parish, to remain in stock for ever, the interest of which was to be paid on Christmas day, yearly, after morning prayer, to 10 poor labouring men or widow women of the north side of the river Creedy, that had no monthly pay.

We are told, that this sum was deposited with one of the present Mr. Quicke's ancestors, and that the interest accumulated in his hands, till, with the principal, it amounted to 20l. which sum is now in Mr. Quicke's hands, and that 20s. per annum is paid by him as the interest of it. The sum of 4l. being the whole amount of the annuities and interest paid by Mr. Quicke, is carried by his bailiff to the parish church, about Christmas, when a distribution, which is attended by the parish officers, takes place among all the poor of the parish, in sums of 1s. or 0d. to each, an account being preserved of the sums distributed, and of the persons who receive the donations. The annuity out of Higher St. James Tree, when received, has also been distributed in like manner. The distribution of the produce of Roch's gift, has not been confined to poor persons belonging to the north side of the river Creedy; but we were told that it should be so disposed of in future.

FRANKS'S GIFT.

Abraham Franks, by a codicil to his will, bearing date 10th February, 1795, gave to the churchwardens and overseers of the poor, of Newton St. Cyres, two deeds poll of the Okehampton turnpike, bearing interest at 4l. per cent., on trust, out of the said interest to pay two guineas per annum to the Devon and Exeter hospital; 30s. per annum, after the death of Mary Jarmon, to the poor of the said parish, to be distributed amongst them, on Christmas-eve, yearly, in such manner as the churchwardens and overseers should think fit; and the residue of the said interest of 4l. in the purchase of Bibles, to be given to the poor children of the said parish.

The churchwarden for the time being receives the whole interest upon the deeds poll, which, at the time of our inquiry, were deposited with the treasurer of the turnpike trust at Okehampton. It appears, from an account made up in 1818, that six years interest, due at Midsummer in that year, were then paid, and that the balance, after deducting the portion of the annuity belonging to the Devon and Exeter hospital, and

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that due to Mary Jarmon, who is still living, was laid out in the purchase of Bibles and Testaments, and given to the poor children of the parish. The interest due on the deeds poll to Midsummer, 1822, had also been received by the churchwardens, previously to the time of our investigation, but the portion of the interest applicable to the purchase of books had not then been disposed of.

Gift Money (lost).

The church tablet of 1714 states, that there was a sum of 22l. 10s. gift money, for the use of the poor of this parish, whereof *James Bidwell* had given 5l. We have been able to obtain no further information respecting this money.

HUNDRED OF EXMINSTER.

PARISH OF DODDISCOMBSLEIGH.

Grigge's Gift.

Michael Grigge, of London, by his will, bearing date 14th May, 1623, and proved in the prerogative court of Canterbury, gave to his son Michael, and his heirs, two houses with the appurtenances, in Smithen-street, in the City of Exeter, near the butchery, then or late in the tenure of John Pawle, butcher, out of which he gave the sum of 4l. 8s. yearly, for ever, to the use of the poor people of the parish of Doddiscombsleigh, where he was nursed, to be paid by his said son, his heirs and assigns, out of the rents and profits of the said premises, into the hands of the churchwarden of the said parish for the time being, quarterly, to the intent, that he, with the consent of the parson and the two sidemen, or the collectors for the poor of the said parish, and the most substantial of the names of Babb, Dudnie, and Shilton, that should be inhabiting in the said parish, should bestow the same unto seven poor people of the same parish, 12d. a piece, on the first Saturday of every month in the year, such as they should, in their discretion, think to have most need thereof, And he gave 12d. every quarter to him that should receive this money; and directed, that the churchwarden should receive the same legacy every quarter, aforehand, of the tenants of the said houses, to the end that he might always have money ready in his hands to make the monthly payment as aforesaid, and that an acquittance from the churchwarden should be a sufficient discharge to the tenant for so much of his rent; and he directed, that, if the churchwarden and others aforenamed, did not pay his legacy according to his will, the said legacy should cease, and be no longer paid, but the benefit thereof should return and be to his said son Michael and his heirs.

Nothing has been received by this parish, in respect of this gift, within the recollection of any person now living; but we are informed, that a widow of the name of Smalridge, who died at Doddiscombsleigh about 20 years since, at the advanced age of 92, stated that she had received the annuity for her father when he was serving a parochial office for this parish. The houses out of which it was payable, which were situate in Smithen-street, in the parish of St. George, Exeter, were in a state of ruin more than 60 years ago. The site of them remained unoccupied for a considerable period, and the payment of the land-tax being 2l. per ann., and of the church and poor's rates, to which it was assessed under the name of "late Grigge's," fell upon the parishioners of Saint George till about the year 1778, when they agreed with James Darke, a mason, to let it to him as a yard for carrying on his business, on condition of his inclosing the site with a wall, paying the rates and taxes, and a rent to the parish of St. George, of about 30s. a year. It was afterwards let to John Sparke, a poulterer, who continued to occupy it as tenant till 1811, when it was sold by auction for the benefit of the parish, and he became the purchaser, at the sum of 185l. The yard is still in the occupation of Sparke, and is stated to be worth a clear rent of about 5l. per annum.

For the purpose of making a title to carry this sale into effect, Joseph Brinley and Richard Traer, two of the parishioners of Saint George under the advice of Mr. Bussell, an attorney of Exeter, in November, 1810, made a feoffment of the premises, and levied a fine thereof to William Wills, John Ward, Edward Browne, Robert Browne, George England, and John Slocombe, of the same parish, upon trust, to sell them, and to apply the interest, or the principal of the purchase money, for the benefit and advantage of the parish of St. George, as should be declared by the vestry thereof, and in August, 1811, the feoffees under this deed, conveyed the premises, by lease and release, to the said John Sparke, to whom at the same time a general bond of indemnity was given, to protect his title, executed by J. Heath, Edward Browne, George England, Richard Traer, J. Brinley, J. Ward, Robert Browne, J. Slocombe, W. Wills, James Bowditch, and William Wiley. The purchase money was received by the churchwarden, and after payment of 32l. for legal expenses, the residue was applied in the repairs of the parish church of Saint George.

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It appears to have been well known in the parish of St. George, at the time of the sale, that the poor of Doddiscombsleigh had an interest in the premises, and Mr. Joseph Rowe, who was at that time a parishioner, informs us, that he declined on that account being a party to the above-mentioned deeds.

The only point in this case, upon which we conceive it to be our duty to make any observation, relates to the claim which the poor of Doddiscombsleigh may now have upon these premises under the will of Michael Grigge. Under all the circumstances above stated, as we find no other trace of the receipt of the annuity but that to which we have alluded, and as it is possible that the annuity may have ceased, under the proviso for that purpose in the testator's will, in consequence of its not having been applied according to his directions, we cannot but think it very doubtful, whether a court of equity would now enforce the payment of it.

BABB'S GIFT.

It appears from an inscription on a tablet in the church, that *John Babb*, esq by his will, in 1697, gave to the poor of this parish, receiving no relief, 20s. yearly, for ever, payable out of the barton of Doddiscombsleigh, at Christmas.

In respect of this donation, 10s. per annum is received out of North Estate, now the property of James Rodd, esq. and 10s. per annum out of Widdicombe Estate, the property of Mr. John Tucket, both of which are in this parish, and are understood to have formed part of the barton of Doddiscombsleigh.

This distribution of this annuity will be mentioned in the following account of Barrow's gift :—

BARROW'S GIFT.

This parish is entitled, under the gift of *Florence Barrow*, to the annual sum of 40s. payable at Christmas, out of a tenement called Cranbrook, and three acres of a wood called Charles Wood, in the parish of Moreton Hampstead, to the overseers of the poor of this parish, to be by them, with the consent of the minister, distributed amongst the poor inhabitants thereof not receiving relief. This annuity was granted by indentures of lease and release, bearing date 1st and 2d September, 1707, which will be more fully stated in a subsequent part of this Report, in the account of the charities of the parish of Dunsford, the residue of the rents and profits of those premises being applicable to the relief of the poor of that parish.

This sum of 40s. is received annually about Christmas, from the vicar of Dunsford, and is distributed shortly afterwards, together with the annual sum of 20s. arising from Babb's gift, before mentioned, at a meeting in the church, of which notice is given, to poor labourers of the parish, not receiving relief, in sums of about 1s. 6d. or 2s. to each.

BAYLEY'S GIFT (LOST).

The church tablet states a sum of 10l. to have been given by *William Bayley*, in 1703, to be placed at interest for the poor of this parish.

It is said that this sum was lent to a person who became insolvent. We cannot learn that any thing has been received in respect of this gift within the last 50 years.

PARISH OF DUNCHIDEOCK.

POOR'S MONEY.

The returns made to Parliament in 1786 contain a statement of the following donations to the poor of this parish :—

	£.	s.	d.
1616.—Otho Peter	5	0	0
1617.—Sir Christopher Harrys	5	0	0
1624.—John Gybbs	5	0	0
1722.—Rev. Thomas Byrdall	10	0	0
1728.—Elizabeth, his widow	5	0	0
1728.—Mary Ducke	5	0	0
1742.—Rev. Thomas Byrdall	10	0	0
	£45	0	0

And in a note, it is added, that this sum was then in the hands of the following persons :—

	£.	s.	d.
Thomas Hugo, clerk, $\frac{9}{30}$	13	10	0
Thomas Hugo, jun. $\frac{7}{30}$	10	10	0
Lydia Southmead, $\frac{12}{30}$	18	0	0
Margaret Matthew, $\frac{2}{30}$	3	0	0
	£45	0	0

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The manor of Dunchideock, with several tenements at Wibbedon, in this parish, were purchased in 1795, by the late Sir Lawrence Palk, baronet, father of the present Sir Lawrence Vaughan Palk, of the Rev. Thomas Hugo, (who was the rector of Dunchideock,) and others, who derived their title from the Rev. Thomas Byrdall, formerly the rector of that place. It is supposed in the parish, that either before or at the time of the purchase, this property was charged with an annuity of 45s. in respect of the above mentioned sum of 45l. The purchase deeds have been referred to, but contain no mention of any such charge. This annual sum, has, however, been paid both by the late and the present Sir Lawrence; and we are informed, by the Rev. Robert Palk Welland, the present rector, that during the life of the late Sir Lawrence Palk, his steward having made some objection to the payment, the sum due was, upon an application made by Mr. Welland to Sir Lawrence, immediately paid. The annual sum of 45s. is received by the rector, and is distributed on a Sunday, about Christmas, at a meeting of the rector, parish officers, and principal inhabitants, of which previous notice is given, amongst poor persons of the parish, whether receiving relief or not, in small sums, varying according to their necessities, and the numbers of their families.

PARISH OF EXMINSTER.

Parish Lands.

The earliest deed we have seen relating to these lands is an indenture of feoffment, bearing date 3d October, 1702, between Robert Stone, and two others, of the one part; and Samuel Cooke, and eleven others, of the other part; whereby the parties of the first part, as well in pursuance of the trust in them reposed, as for the conveying the premises thereinafter mentioned, upon such trusts as were thereinafter declared, granted and enfeoffed, to the parties of the second part, and their heirs, a messuage or tenement, called the Church House, with the backside and garden thereunto adjoining and belonging, situate in the borough and parish of Exminster; and a dwelling-house and garden, lying on the south side of the said church house; and a garden, called Stone Wall Garden, lying before the said church house; and a messuage and dwelling house adjoining, on the north side of the said church house, together with an orchard, garden and plot of ground, on the backside of part of the said church house; and two closes of land, containing by estimation two acres; and a meadow, containing by estimation one acre and a quarter, called the Parish Meadow; and a garden, called Paddon's Garden; all lying within the said parish of Exminster, and belonging to the parishioners and parish church of Exminster aforesaid, (whereof the said parties of the first part then were the surviving feoffees,) upon trust, to the only use, benefit, and behoof of the parish and parishioners and inhabitants of Exminster aforesaid, for ever.

These premises, with the exception of the garden, called Paddon's Garden, appear to have been conveyed to new trustees, by an indenture of feoffment, bearing date 23d July, 1742, upon the same trusts, with a provision for the appointment of new feoffees, when the number should be reduced to three. The last deed bears date 26th December, 1811, whereby all the abovementioned premises, except Paddon's garden, were conveyed to new feoffees, of whom eight are now living.

The property belonging to this trust consists of—

1.—The church house, with a garden in front, supposed to be described in the deeds by the name of Stone Wall Garden, which are used for the accommodation of paupers, the building being kept in repair by the parish.

2.—A house, called Woolcots, with a garden, which is supposed to include the two gardens, described in the trust deeds as lying behind, and on the south side of the church house. This tenement is in the occupation of John Gale, as yearly tenant, at a good rent of 7l. per annum. He had previously held it at the annual rent of 8l.; the reduction took place in 1817.

3.—A small tenement, adjoining to the last mentioned premises, and now in ruins, which was formerly a smith's shop, and was let, in 1813, to a baker, as a place of deposit for fuel, at a yearly rent of 1l. It has been unoccupied since 1815.

4.—A house, garden, and field adjoining, on the north side of the church house, containing about two acres, called Parr's and a meadow, called the Parish Meadow, containing an acre and a quarter, which are let to Abraham Elsworthy, as yearly tenant, at a fair rent of 18l. per annum. The rent of these premises had been 21l. previously to 1821.

Paddon's garden, which, as we have before stated, has not been included in any of the modern feoffments, is not now capable of being identified. There are a few trees in Parish meadow. Some have been cut down, and used for the purpose of repairs.

In an ancient book, intituled "The Treasury of Exminster," commencing in 1663, we find some entries relating to these lands. In 1725, the following fines are stated to have been received; viz. of George Parr, for a lease for three lives, of late Row's house, 79l.; of Mr. Burrington, for a

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similar lease of Parish meadow, 8l. 8s.; of Widow Taylor, for a like term in late Baker's house, 5l. 5s. In the same year, the sum of 88l. 14s. 6d. appears to have been expended in repairing the church. In 1743, the rents of the parish lands are for the first time entered in this book. In 1768, a meeting was holden of feoffees, stated to have been appointed by a deed of 1766, when Robert Cooke, esq. was appointed treasurer, and was directed to distribute such small sums amongst the poor, not having parish pay, as should be agreed on by a majority of the feoffees. It was at the same time resolved, that a treasurer should be appointed annually, on the 20th of October. A distribution of money to the poor appears to have taken place for the last time in 1776, when 19l. 2s. was given away; but there is an entry in the book of wheat and peas having been sold to the poor of the parish at half price, in 1784.

Previously to the last appointment of feoffees in 1811, the trust had devolved, by survivorship, upon one feoffee, who then lived in London, and the management of it had been much neglected. The houses, which had been let for terms of years determinable on lives, were in a very dilapidated state. The lives on which No. 2 had been holden, had dropped, and there was an arrear of 36 years of the rent payable for that tenement. The premises called Parr's, were holden on one life, which fell in 1815. Parish Meadow was let at rack, and the rent was received by the overseers of the poor. At the first meeting of the new feoffees in 1812, Mr. Edward Trood was appointed receiver, who called upon the lessee of No. 2, to pay the arrears of rent and put the tenement in repair, but in consequence of his poverty, nothing was obtained from him. Mr. Trood has since collected the rents, but a loss of 10l. 10s., being two years rent, was sustained in 1816, through the insolvency of the tenant of the Parish meadow.

At the time of our inquiry (February, 1823), Gale's rent for No. 2, had been paid to Christmas, 1821, and Elsworthy's, for No. 4, to Lady-day, 1822:

	£.	s.	d.
The whole sum which Mr. Trood had received amounted to	187	14	0
And his expenditure, which consisted partly of sums paid at the meetings of the feoffees on the commencement of the trust, of other sums for journies to demand the rent of Parr's tenement, and for tithes, but chiefly of money laid out in the repairs of the premises, which are now in good condition amounted to	139	18	0
Leaving a balance in his hands of	£47	16	0

A bill of 8l. incurred for the expense of the last trust deed remained unpaid. Mr. Trood's accounts, up to Christmas 1815, appear to have been audited at a meeting of the feoffees holden in 1816, when a balance of 17l. 17s. 2d. was found due to him, but but no audit has taken place since that time. We were assured that a meeting of the feoffees should be called without loss of time, at which it should be taken into consideration, whether the money now in the hands of the receiver, should be immediately distributed amongst the old and deserving poor people of the parish, in such a manner as not to affect the poor's rates, or whether it would be more advisable, in the first instance, to convert the old smith's shop into a dwelling house, and when the expenses thereby incurred, should be discharged, to make an annual distribution of the surplus, after deducting the necessary outgoings, amongst the poor of the description above-mentioned. We strongly recommend, that an annual meeting should in future be holden by the feoffees, for the purpose of examining the accounts, and transacting the other business of the charity.

TAVERNER'S GIFT.

Margaret Taverner, by will, bearing date 4th November, 1629, gave to the poor of the parish of Exminster 20s. yearly, to be paid out "of the quarter part of the living" wherein she then dwelt, called Church Stile, on every Good Friday during the term of her lease, namely, "two thousand nine hundred and odd years."

In a book belonging to this parish, we find an entry, bearing date 15th November, 1768, which states the above-mentioned gift, and that it was resolved by three of the feoffees of the parish lands, that the intention of the testatrix should be strictly carried into execution, by receiving the annuity some time before Good Friday in each year, in order that it might be distributed to the poor on that day.

The tenement called Church Stile, is the property of James Lardner, esquire, who has been resident abroad for several years. We were informed that a distribution of bread was formerly made to the poor of this parish annually, in respect of this gift, and having requested Mr. Lardner to state to us

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by letter, why it had been discontinued, we have learnt from him, that he became possessed of Church Stile tenement in 1791; that he had not been aware of the charge upon it, but that he distributed between 2l. and 3l. annually, either in bread or money, amongst the poor of the parish, from that time till 1806, when he ceased to reside upon it. We are assured that arrangements will immediately be made for satisfying the arrears of this annuity, and for the regular payment of it in future.

Payment by the Twelve Governors of Crediton.

The tithes of the parish of Exminster, and an estate lying within it, were granted, with other property, by letters patent of King Edward VI, dated in the first year of his reign, to the twelve governors of the church of Crediton (as has been already stated in a preceding part of this Report), for charitable purposes, amongst which, it was directed, that the said governors should distribute, or cause to be distributed, every year, amongst the poor parishioners of Exminster, a reasonable sum of money arising out of the fruits of the church, to be limited by the bishop of the diocese.

We are informed that the annual sum of 4l. used to be paid by the governors to the parish officers of Exminster, towards the support of the poor there, and that this payment has of late years been discontinued, but that an annual sum of 15l. is paid by the said governors, in aid of a school in this parish, principally supported by voluntary contributions, the allowance for this purpose, having within a few years, been increased, first, from four guineas to 10l. and afterwards, to its present amount.

PARISH OF IDE.

Balle's Gift.

In the returns made to Parliament, in 1786, it is stated, that *Peter Balle*, in 1648, gave, by deed, a rent-charge of 1l. per annum to the poor of this parish.

We have not been able to find the deed thus referred to, but the annual sum of 1l. (probably arising from this donation) is now paid by Mr. Thomas Kirridge, as the tenant of a meadow, part of an estate called Lower Whiddon, in this parish, the property of Mr. Abraham Pike, on Good Friday, to the minister of the parish, by whom it is distributed on that day, after service, in the church, amongst poor husbandmen of the parish, whether receiving parochial relief or not.

The distribution is stated to have been formerly confined to such as did not receive relief.

Smith's Gift.

It is also stated in the same returns, that *William Smith* gave, by will (the date of which is not mentioned), a rent-charge of 2l. 12s. per annum, for bread for four poor.

Mr. Henry Powning, as the owner of two houses in Palace-street, Exeter, pays annually 1l. 14s. 6d., and Mr. Daniel Davy, as the owner of a third house adjoining, pays annually 17s. 6d., making in the whole, 2l. 12s., probably arising from this donation. With this sum, four three-penny loaves are provided every Sunday, and are distributed by the minister, after service, in the church, to four poor persons, the donation being extended to all the poor of the parish attending the church, in rotation.

The same returns also mention various small pecuniary gifts to the poor of this parish, amounting to 22l., all of which are stated to be then lost.

PARISH OF KENN.

Hensley's Gift.

The particulars of this donation, in respect of which the annual sum of 2l. 8s. is paid by the receiver general of the chamber of Exeter to the churchwardens of this parish, which are stated in a former Report. In addition to the indenture of 1587, of which an abstract was there given, and by which the mayor, bailiffs and commonalty covenanted to pay that annual sum, a deed is found amongst the documents of this parish, whereby the mayor, &c. in performance of this trust, granted to Richard Waltham, esq. and seven others, of this parish, and their heirs, a yearly rent-charge of 48s. to be issuing out of the manor of Exe Island, in the county of the said city.

One moiety of the above mentioned sum is distributed on Easter ever, and the other moiety on Christmas Eve, by the churchwardens and overseers, in loaves of different sizes, amongst all the poor of the parish, according to the numbers of their families.

Parish Land.

By indenture, bearing date 20th October, 1609, between Thomas Poyntingdon, servant to Richard Waltham, esq. of the one part; and John Geere, and 17 others, of the other part; reciting, that Francis Morice and Francis Phelips, had by indenture, bearing date 29th June 1609, and enrolled in chancery, granted to the said Richard Waltham, and his heirs, two tenements and two closes of land, situate in Kenford, in the parish of Kenn, in such manner as King James I, had by letters patent under the great seal, dated 24th May, then last granted the same to the said Francis Morice and Francis Phelips, and

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their heirs, under the yearly rent of 6s. payable to the crown; which premises the said Richard Waltham, esq. by indenture, bearing date 16th October then instant, had granted unto the said Thomas Poyntingdon, and his heirs, the said Thomas Poyntingdon granted and enfeoffed the same premises to the parties of the second part, and their heirs; and it was thereby agreed, that the rents and profits thereof should be employed to the only use and behoof of the parishioners of Kenn, aforesaid, for such necessary occasions and uses as they should have to employ the same for the parish causes, for ever.

A note inserted in the returns made to Parliament in 1786, states, that a part of this land was supposed to have been lost, in consequence of the tenant in possession setting up a title to it.

We have not found any renewals of the trusts of the premises conveyed by the above abstracted deed; but the parish are now in possession of a public-house at Kenford, called the Anchor, with an orchard behind it, containing about three quarters of an acre, which premises are in the occupation of Richard Down, as yearly tenant, at the rent of 35l. per annum, subject to deductions for repairs, rates and taxes. The rents are received by the overseers of the poor, and carried to their general account.

GOULD'S GIFT.

Frances Gould, by her will, bearing date 16th July, 1695, gave to George Geere, and two others, 100l. in trust, to lay out the same in the purchase of land, to be conveyed to eight sufficient men of the parish of Kenn, the rents and profits thereof to be distributed amongst poor and honest housekeepers of Kenn, not having weekly relief, with the consent of the minister, churchwardens and overseers of the poor of the said parish, and she desired, that until such land should be purchased, the said 100l. should be lent out on good security, and the interest distributed as aforesaid.

A note in the returns of 1786, states, that of the above-mentioned 100l. the sum of 50l. was known to be lost, and the other 50l. was supposed to be in the hands of the then rector of Honiton, but that he denied it. Mr. Thomas Elliott, aged 74, who has been churchwarden of this parish during the last 30 years, was examined by us; but we could obtain no other information respecting this gift, except that he recollects having heard his father say, that some charity money belonging to the parish was lost many years ago, in consequence of its having been lent to persons who afterwards became insolvent.

PARISH OF KENTON

CHURCH HOUSE.

By deed, bearing date 14 April, 1559, Carew Courtenay, Esq. granted to Peter Lutton, and 23 others, of Kenton, and their heirs, a house, called the Church House, with the appurtenances, in Kenton, (which appears from the same deed to have been previously granted by King Edward VI, in 1550, to William Moryce and another), to the use of the said Peter Lutton, and others, and their heirs.

The last trust deed which we have seen of this house, bears date 31st March, 1766, whereby the three surviving trustees conveyed the said church house, with the appurtenances, to several persons, and their heirs, to be employed for the benefit and advantage of the parishioners of Kenton, towards the maintenance and reparation of the parish church there. We are told, that since the death of the survivor of the trustees appointed by this deed, it has been usual to choose new trustees, at a parish meeting, and to enter their names in the books of the parish, in order to save the expense of a more formal appointment.

The tenement called the Church house, consists of house, curtilage and outbuildings, which have been for many years used for the habitation of the poor. It is repaired by the overseers, is in good condition, and is said to be worth a rent of 8l. a year, which is paid by the overseers to the churchwardens, and carried to the general account of the latter. From the circumstance of the value of this tenement being stated in an old tablet to be 7l. per annum, it has been supposed that some part of it may have been lost; we have found no evidence to justify such a conclusion.

POOR'S MONEY.

A tablet in the church of this parish, records various donations, which are stated to have been directed to be put out at interest, and the use thereof to be yearly for the benefit of poor housekeepers having no relief from the parish, at the discretion of the minister, churchwardens and overseers.

South Sea stock, to the amount of 127l. 8s. 2d. which probably arose from these gifts, and produces a dividend of about 3l. 16s. 6d. now stands in the names of deceased persons.

It appears that in the year 1813, the Rev. John Swete, received the sum of 47l. 9s. 9d. as the amount of 14 years dividends of this stock, after deducting the expense of a power of attorney and commission, and that he shortly afterwards paid it over to the parish officers for distribution. No accurate account has been preserved of the

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application of this money; but we are informed, that 10l. of it was given away in bread, and a paper has been found in the vestry, in the hand-writing of two of the parish officers, which furnishes a statement of the disposal of several small sums to the poor, amounting in the whole to upwards of 30l. The entire sum of 47l. 9s. 9d. is not accounted for, but we have no reason to doubt that it was correctly bestowed. No dividends have been received since 1813, in consequence of the deaths of the persons in whose names the stock stood; but it has been proposed by the parish, that it should be transferred into the names of three persons, and that upon the receipt of the dividends now due, after the transfer shall have taken place, a considerable portion of them should be invested in the same stock, and the residue applied towards the relief of poor persons having no parochial assistance. We were assured that steps should be immediately taken for making the proposed transfer.

Fryer's Gift.

Jonathan Fryer, esq. who died the 24th April, 1819, gave by will, to the poor of this parish, 100l. in the navy five per cents, the interest therefore to be distributed in bread on every New-year's-day.

This stock now stands in the names of Robert Ward and John Splatt, and in consequence of the reduction of the interest arising from it, produces an annual dividend of 4l. 4s. Distributions of bread have regularly been made on New-year's-day, by the minister and churchwardens, at the vestry, among all the poor of the parish, according to the numbers of their families, and their necessities.

PARISH OF POWDERHAM.

Fletcher's Gift.

It appears from a tablet in the church, that *John Fletcher*, in 1714, gave 6s. a year to six poor people of the parish of Powderham, having no pay of the parish, to be paid out of an estate in Exminster, called Newland, as long his right endured.

Sir L. V. Palk, baronet, is the proprietor of the estate called Newland, the occupier of which gives annually, about Christmas, one shilling to each of six poor men or women of the parish.

Lost Gifts.

The same tablet contains a list of several small benefactions to this parish, amounting in the whole to 24l. We have not been able to procure any further information respecting them, and find that in the returns made to Parliament in 1786, they are stated to have been lost beyond the memory of any person at that time acquainted with the parish of Powderham.

HUNDRED OF HAYRIDGE.

PARISH OF BROADHEMBURY.

Burrough's Gift.

By indenture, bearing date 30th August, 1725, between Francis Huish and Richard King, executors in trust of the will of the Rev. *John Burrough*, of the one part; and Francis Drewe, Edward Hill, Hugh Lewis, clerk, William Pratt, gentleman, and John Ellis, all of Broadhembury, of the other part; reciting, that the said Francis Huish and Richard King had, with 40l. to them given, for charitable uses, by the will of the said John Burrough, deceased, purchased the lands, &c. thereinafter mentioned, to the intent that the rents and profits thereof should, from time to time thereafter, be applied towards the better maintenance of such schoolmaster, within the said parish of Broadhembury, as should, from time to time, be elected by the said feoffees, or the major part of them, in order to perpetuate the memory of the said John Burrough; the said Francis Huish and Richard King, in pursuance of the trusts reposed in them, granted to the said parties of the second part, and their heirs, a croft or close of land, containing, by estimation, one acre, situate near Fenny mills, in the parish of Feniton, as it was then bounded, from an ash standing near the said mills, unto the tucking mills, formerly standing there. And also the yearly shees of one acre of meadow, in Fenny meadow, in the said parish of Feniton, next adjoining to the said close, on trust, to bestow the rents and profits thereof for the better maintenance of such schoolmaster, within the said parish of Broadhembury, as should, from time to time, be elected by the said feoffees and the vicar of that parish, for the time being; such schoolmaster to be, from time to time, displaced by the feoffees, and another elected. And upon further trust, that when any three of the feoffees should be dead, the residue should elect five others, of the most substantial persons dwelling within the said parish of Broadhembury, to be feoffees, to the uses aforesaid, whereof the vicar or curate of the parish of Broadhembury should be always one, if it could

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be done, and that conveyances should be made accordingly.

It does not appear that the trusts of this charity have ever been renewed, in conformity with the above mentioned provision.

The croft or close of land conveyed by this deed, forms part of a field, which is stated to contain about two acres and an half, that portion of it which does not belong to the charity being the property of Admiral Graves, and as the boundary marks mentioned in the deed no longer exist, it has become difficult to identify the trust property. The whole field has been for several years in the possession of John Dare, a miller, resident at Fenny mills, who is stated to have paid 40s. per annum, as the rent of the charity land, to Lambert Bowdon, a late schoolmaster, until his death, about the year 1812, since which time no rent has been paid. The land is stated to be worth an annual rent of about 50s. per annum.

A meeting has lately taken place between the parties interested, for the purpose of ascertaining the precise quantity of land belonging to the charity, and the agent of Admiral Graves has proposed, that the matters in difference shall be referred to some indifferent person, to be approved of by all parties. It appears to us, that such a reference, by which the quantity of land hereafter to be enjoyed, by the schoolmaster may be fixed, as well as the sum to be paid by the tenant in respect of the arrears, will be beneficial to the charity, but it ought to be proceeded upon without further delay.

The yearly sheer of the acre of land in Fenny meadow was let by the present schoolmaster, who was appointed in 1819, by William Drewe, of Grange, esquire, lately deceased, to Mr. James Northcote, as yearly tenant, at a clear yearly rent of 50s. per annum.

The same schoolmaster also receives the annuity of 10l. paid out of the great tithes of Awliscombe, hereinafter mentioned. In consideration of these emoluments, he undertakes to teach reading, writing, and arithmetic, to any number of boys and girls of the parish of Broadhembury, not exceeding 20. The children were appointed by the late Mr. Drewe, until the time of his death.

The school is kept in a room over the poor-house, the repairs of which are done by the parish.

ANNUITY PAID OUT OF THE GREAT TITHES OF AWLISCOMBE.

It will be seen, by reference to another Report in the account of the charities of the parish of Awliscombe, that an annuity has been for many years paid to a schoolmaster of Broadhembury, amounting, as far back as 1756, to 5l. a year, and increased, a few years ago, to 10l. a year, out of the great tithes of Awliscombe, which were vested in the late William Drewe, esquire, and considered to be applicable to charitable purposes.

The duties performed by the schoolmaster in respect of this annuity, have been already stated in the above account of Burrough's gift.

POOR'S MONEY.

It is stated on a tablet in the church of this parish, that in 1725, a person, unknown, gave the interest of 10l. to poor labourers, receiving no monthly pay.

That in 1754, the Rev. *Hugh Lewis*, vicar of the parish, gave, by will, the interest of 20l. for the same purpose.

That in 1755, Mrs. *Margaret Lewis* gave, by will, the interest of 20l. for the same purpose.

That in 1759, Mr. *William Shiles* gave, by will, the interest of 10l. for the same purpose.

And that in 1771, Mr. *Peter Simons* gave, by will, the interest of 5l. for the same purpose.

These several sums, amounting together to 65l. were in the hands of William Drewe, esquire, of Grange, until the time of his death, secured by his promissory note, at five per cent. interest, being 3l. 5s. per annum.

The interest has been distributed by the minister and churchwardens, in the winter season, among poor labourers of the parish, not receiving parochial relief, in sums of 1s. and 2s. to each person.

HILL'S GIFT.

It appears, from the same tablet, that in 1756, Mrs. *Mary Hill* left, by will, a meadow in this parish, called Butcher's Meadow, the rent of which was to be expended in bread, and distributed half-yearly, by the minister and churchwardens, for the time being, to the poorest families in the parish.

This field was, at the time of our investigation, in the occupation of John Blackmore, as yearly tenant, at a good rent of 12l. per annum, subject to deduction for land-tax, poor's rates and church rates.

The rent is laid out, twice in the year, in the purchase of loaves of different sizes, which were given away by the minister and churchwardens, to those poor persons of the parish who do not receive parochial relief, in proportion to the number of their families, previous notice being given of the distribution; and a book is kept, in which the names of the persons who receive the bread are entered.

PARISH OF CADBURY.

BURROUGH'S GIFT.

It will be seen, on reference to our state-

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ment of the charities of the parish of Broadclist, in the present Report, that one of the poor persons resident in the almshouse founded by Henry Burrough, in that parish, is directed to be alternately selected from the parishes of Cadbury and Netherexe.

Poor's Money, including Turner's and Ambrose's Gifts.

It appears, from an inscription on a tablet in the church of this parish, that *George Turner*, who died in 1751, gave 25s. per annum, to be distributed amongst five poor people of Cadbury, having no relief from the parish, by John Turner, during his life, and directed, that after the death of the said John Turner, the sum of 25l. should be paid to the churchwardens and overseers of the poor of the said parish, in trust, to bestow the interest thereof on five such poor people, yearly, at Christmas.

It is stated also on the same tablet, that *John* and *Susannah Ambrose* gave, on the 1st January, 1789, to the vicar and churchwardens of Cadbury, 10l. to be by them laid out at interest until it should amount to 30l. (unless any well disposed person should be minded to add to the donation, so as to raise sooner the sum of 30l), and directed that the interest of the said sum of 30l. should be bestowed on Saint Matthew's day, for ever, at the discretion of the vicar, on such poor object or objects as should not be rated in the parish books, and as could produce credentials of having received the sacrament, at least twice in each year.

It further appears, that at a vestry meeting, holden on the 24th April, 1794, it was unanimously agreed to add 20l. of the parish money to the last mentioned donation, and that the interest thereof should be applied according to the intention of the said donors.

The several sums above mentioned were invested in stock, in the navy five per cents. which, in consequence of the reduction of that fund, amounts now to 60l. 9s. 1d. new four per cents, standing in the names of trustees, the dividends of which amount to 2l. 8s. 4d. per annum, subject to a deduction of 2s. for banker's commission. A parish meeting is holden shortly after Christmas, when the churchwardens and overseers give 5s. a piece to five poor men of the parish, who are not in the receipt of relief, in respect of Turner's gift, and the residue is distributed amongst all the poor of the parish who attend the church, as far as it will extend.

PARISH OF CULLOMPTON.

Almshouse.

Since our examination of the charities of Cullompton, as detailed in a former Report, our attention has been called to an ancient almshouse in that town, for the support of which there is a tradition that lands were formerly given.

Mr. Ambrose Sheere, now in his 80th year, informs us, that he was born in this parish, and has known it all his life; that he has heard, that there was formerly a stone with an inscription near the door of the almshouse, but that he never saw the stone, or knew the purport of the inscription; that the whole or part of the house was, when he was a boy, used as a bell-foundry; and that he recollects a gallery in front of it, which was taken down, and the materials thereof applied in the repair of the almshouse. This house is now uninhabited, and in a dilapidated state; but till within the last two years, it was used as a residence for poor persons placed there by the parish officers, and was repaired at the expense of the parish.

A certificate is found in the augmentation office, of John Bishop of Exeter, and several others, commissioners assigned by letters patent of King Henry VIII, bearing date 13th February, in the 37th year of his name, to examine and inquire into the number and names of all charities, hospitals, colleges, &c. and to what purposes of charity they were founded, and the yearly value of the lands, &c. to the same belonging, with the goods and chattels thereof, with a special remembrance what chantries, &c. had been dissolved or obtained by any person, without the king's licence, since the 4th of February, in the 27th year of the said king's reign; all which premises were given to his majesty by force of an act of Parliament in the said 37th year of his reign; in which certificate it is stated, that an almshouse called Trott's Almshouse, was founded by *John Trott*, who declared in his will, bearing date 28th January, 14th Henry VIII, that his executors and overseers should, with the remains of such goods as he had then, and with the debts then owing to him, purchase lands, as well for the maintenance of a priest, for ever, to celebrate within the church of Cullompton, as also for the relief of six poor men, to have their habitations in an almshouse which he willed to be built in that town; and that the same poor men should have to their sustentation 6d. a piece by the week, to be taken of the revenues of the said lands, which he willed should be purchased to this use, and that the yearly value of the lands so purchased by the executors and overseers of the said John Trott was 8l. 11s. It is further stated, in the same document, that the said almshouse had been dissolved, by the space of one year and a half then past, by Martin and John Trott, sons of the founder, without the king's licence, between whom there was at that

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time variance for the lands belonging to the said almshouses.

From the facts stated in this certificate, it appears to us most probable, that the lands which had previously been withdrawn from the charitable uses to which they had been appropriated, under the founder's will, were never afterwards restored to these purposes.

It may be conjectured, that the old almshouse now existing at Cullompton, is the same as was founded by John Trott; but we have no reason to think that any other property was ever given for its support; and it is almost unnecessary to add, that no claim could now be substantiated to the lands attached to it under its original foundation, even if they could be ascertained.

PARISH OF NETHEREXE.

WARRENS'S GIFT.

The particulars of *Nicholas Warren's* gift, of an annuity of 20s. to the poor of this parish, together with similar annuities to the poor of the parishes of Rewe and Stoke Canon, will be stated in the present Report, with observations on the deductions made for land-tax, in the account of the charities of the parish of Rewe.

The annual sum of 16s. which has been hitherto received by the overseers of the poor in respect of this gift, has been annually laid out by them in the purchase of linen, which has been distributed, about Christmas, amongst poor labourers of the parish not receiving parochial relief. This parish is small, and there are usually not more than three or four persons of this description, amongst whom the linen is given.

BURROUGH'S GIFT.

It will be seen, on reference to our statement of the charities of the parish of Broadclist, in the present Report, that one of the poor persons resident in the almshouse founded by *Henry Burrough*, is directed to be alternately selected from the parishes of Cadbury and Netherexe.

Shortly before the time of our investigation, a poor widow of this parish had been appointed to this situation by the principal parishioners of Netherexe, a vacancy having occurred in the almshouse, by the death of a person who had been nominated by the parishioners of Cadbury.

PARISH OF SILVERTON.

ACLAND'S GIFT.

Sir *John Acland*, the particulars of whose gifts for bread to various parishes are stated in a former Report, in the account of the charities under the care of the chamber of Exeter, by deed, bearing date 20th January, 1616, directed, that 2l. 12s. per annum should be paid to the churchwardens of Silverton, for providing 13 loaves of bread, to be distributed to 13 such of the poorest sort of people of that parish, as the parson, constables, churchwardens and overseers, should think fit.

This annual sum is received from the town clerk of Exeter, by the churchwardens of this parish. The distribution of this, and the two following gifts for bread, will be hereinafter stated, in the account of Thomas Troyte's gift.

FURSDON'S GIFT.

Gawin Fursdon, by his will, bearing date 25th January, 1663, gave to the poor of Silverton 50l. to be paid to William Barton and Simon Mills, to be by them laid out in the purchase of an estate or rent-charge of 52s. yearly, to be distributed weekly, in bread, amongst the said poor.

The said William Barton and Simon Mills, on 26th April, 1676, purchased with the said 50l. of Humphrey Holmead, a yearly rent-charge of 52s. to be issuing out of a messuage and tenement called Huntingdon, and a meadow called Buckfield, in the parish of Halberton, for the residue of a term of 4,000 years, and assigned the said rent-charge to trustees for the said poor.

The above account of this charity is taken from a deed for appointing new trustees of this rent-charge, bearing date 23d June, 1748; since which time, it does not appear that the trust has been renewed.

The present owner of the estate called Huntingdon, is the Rev. John Pitman, whose tenant pays the rent-charge of 52s. to the churchwarden of this parish.

BUSTARD'S GIFT.

It appears, from a tablet in the church that *Henry Bustard*, in 1697, gave 1s. weekly, to the poor of this parish, for ever, payable out of Grubb's Allers, in Brampford Speke, to be bestowed in good wheaten bread, and given by the churchwardens.

The present owner of the estate called Grubb's Allers, is Mr. Thomas Kingdon, who pays the annual sum of 2l. 12s. to the churchwardens.

THOMAS TROYTE'S GIFT.

Thomas Troyte, by his will, bearing date 12th March, 1750, gave to the poor persons of the parish of Silverton, 10l. a year, for ever, to be laid out in good wheaten bread, and distributed, weekly, to such poor of the said parish as had no weekly pay, in such manner as other benefactions for bread were distributed in the said parish; and he charged his personal estate with the payment of the said 10l. a year, and empowered his executors to appropriate thereout 250l.

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for paying the same; and directed, that they should invest the said 250l. on real security, or in the public funds, in trust, to answer the said 10l. a year, as they in their discretion should think fit.

By indenture, bearing date 27th February, 1773, between William Troyte, the eldest son of the said Thomas Troyte, who was entitled to the beneficial interest in the residuary personal estate of his said father, of the one part; and the Reverend William Browne, rector of Silverton, Sir Thomas Dyke Acland, baronet, and others, of the other part; reciting the above mentioned will; and that the said William Troyte, for securing the payment of the said annual sum of 10l. which had been paid to that time, had agreed to appropriate 250l. out of his father's personal estate; the parties of the second part, in consideration of the said sum of 250l. received by them, declared that they would stand possessed of that sum, upon trust, to place the same on some real security, or in the public funds, with power to change the securities, and upon trust, to pay the yearly interest thereof to the churchwardens of Silverton, to be by them laid out in bread, according to the directions of the will of the said Thomas Troyte; with a proviso for appointing new trustees when they should be reduced to three.

It appears, from an account produced to us, in the hand-writing of the late Mr. Henry Brutton, of Cullompton, solicitor to the late Rev. Jonathan Rashleigh, rector of Silverton, dated in 1791, that the sum of 250l. received in 1773, was invested, in that year, in the purchase of 287l. 2s. 4d. 3 per cent. consols; that this stock was sold in 1791, producing, after payment of expenses, 228l. 13s. 6d. and that in that year, lands were purchased of Mr. John Parr, the amount of which purchase, including the expenses thereof, was 247l. 9s. 3d.

The purchase deeds of a field called the Rack Close, described as containing, by estimation, one acre, and an orchard adjoining thereto, on the east side, described as containing, by estimation, three quarters of an acre, dated 25th March, 1791, from John Parr to the said Jonathan Rashleigh, in consideration of 100l. were produced to us. No trusts are declared by this deed.

The purchase deeds of the residue of the lands, could not be found at the time of our investigation (February, 1823), though various inquiries had been made for them, and it does not appear that there have been any subsequent trust deeds.

The property purchased in 1791, consists of—

1.—A field, called Rack Close, containing about one acre and a half, in the occupation of Michael Thorne, under a lease, bearing date 1st October, 1820, from the Reverend W. Barker, rector, and two others, church wardens of Silverton, for 14 years, from the Michaelmas preceding, at the yearly rent of 8l. 5s.

2.—An orchard, called Pratt's Land, adjoining No. 1, containing about half an acre, in the occupation of James Pasmore, under a lease of the same date, from the same parties, and for the same term, at the yearly rent of 4l. 4s.

3.—An orchard, called Kingstead Orchard, containing by estimation, two acres, in the occupation of George Cockram, under a similar lease, at the yearly rent of 9l. 10s.

All these premises are in the parish of Silverton. The leases were granted by tender, and the rents are considered to be the full value of the lands. The preceding rents were, for No. 1, 4l. 10s. No. 2, 6l. and No. 3, 9l. 12s. A few trees were cut from these lands in 1817, and sold for 14l. 10s. which sum is now in the hands of the Reverend W. Barker, the rector of Silverton, at 5 per cent interest, until some desirable mode shall be found of investing it. In 1819, the lands were exonerated from land-tax, the expense of procuring which was 1l. 15s.

The above mentioned rents and interest, amounting to the yearly sum of 22l. 13s. 6d. are united into one fund with the three sums of 2l. 12s. each, arising from the respective gifts of Sir John Acland, Fursdon, and Bustard, before mentioned, making in the whole, 30l. 9s. 6d. per annum, to which 1s. per week is voluntarily added by the present rector. The occasional expenses of leases of the lands, repairs of gates, &c. are paid from this fund, and 72 two-penny loaves, amounting to 12s. per week, are provided every Sunday by the churchwardens, and distributed by them, after morning service, amongst such poor persons not receiving parochial relief, as attend the church, unless prevented by sickness. A regular annual account is kept by one of the churchwardens and the balance that may remain on either side of the account, is carried forward from year to year. On the year's account ending at lady day, 1822, in consequence of the expense of the late leases of the lands, amounting to 31. 1s. 6d. there was a balance due to the churchwardens of 1l. 17s. 3d.

Row's Gift and Mills's Gift.

A tablet in the church of this parish, states, that *William Row*, in 1651, gave the profits of a house and garden, called Row's Land, for ever, to the poor of this parish having no relief.

And that *William Mills*, in 1695, gave the profits of a house and garden, called Lee's Land, to be bestowed in good linen for shirts and shifts, and given to poor labourers by the rector and churchwardens.

It is supposed that the former of these

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houses was situated in Tiverton-lane, and the latter in the Back-lane, both in the village of Silverton, and that the sites of them now form two garden plots, containing in the whole, less than a quarter of an acre, in the occupation of William Courtney, who informs us, that he recollects some ruins of houses standing on the gardens; that for a considerable time no use was made of these plots, except as play places for the children of the parish; that about 33 years ago, the parishioners offered to let them to him on a lease for three lives, to be fenced and put into order by him as gardens; that he refused to take them, unless the parishioners would allow him to have a term of years certain; that they then agreed to grant him a lease of the plots for 60 years, at the yearly rent of 30s.; that such lease was granted to him in the name of the rector and churchwardens; and that it was executed at a parish meeting; that there being no counterpart, the lease was left with the parish officers, and that he has never seen it since that time. The lessee has planted fruit trees in these gardens, and otherwise improved them, but one of them has been greatly deteriorated in value by the erection of buildings immediately adjoining to it on the southern side. Searches have been made amongst the parish documents for the above mentioned lease, but it could not be found at the time of our investigation.

There appears to have been no reason, nor any authority, on the part of the rector and churchwardens, for granting these plots of land for so long a term as 60 years, but we learn that they have, since our investigation, been viewed by several intelligent parishioners of Silverton, who are of opinion that the present rent of 30s. is as much as ought in fairness to be paid for them. There seems, therefore, to be no sufficient ground for disturbing Mr. Courtney's tenancy.

The application of the above-mentioned rent of 30s. will be stated in the account of the following gift of Andrew Ascott.

ASCOTT'S GIFT.

Andrew Ascott, by his will, dated in 1659, and proved in the prerogative court of Canterbury, devised as follows:—

"I give to the poor of Silverton, out of the land I bought of Sir Richard Westie, in Cornwall, one half quarter part of Lanfott, another half part I bought of ——— Spurway, at Ockford, 44s. a year, to be made up in shirts and smocks, five of one sort and five of the other, forty yards of dowlas, at twelve-pence the yard, and the four shillings for making; and to be delivered every year at Christmas, by the parson and warden, and overseers of the poor, for ever."

In respect of this gift, the churchwardens of this parish have been for many years in the receipt of the rents of an undivided fourth-part of an estate called Landfoot, in the parish of Tiverton, the whole of which consists of a house and 20 acres of land, the residue of that estate being the property of Sir Henry Carew, bart.

It appears from a case drawn up for the opinion of counsel in 1762, relating to this gift, that the then owners of this estate, contended that the testator was only seised in fee of one-fourth part thereof, and could therefore only charge such part with the annuity of 44s. and that such part did not then produce the clear sum directed to be paid thereout; and one of the questions submitted by the case, was, whether it would be advisable for the churchwardens to undertake the management of the said fourth part of the estate. It seems probable, therefore, that the fourth part was then given up by the owners of the estate in lieu of the annuity.

This estate is in the occupation of Mr. Isaac Taylor, as yearly tenant. Of the fourth part, belonging to the poor, he pays to the churchwardens a good rent of 8l. per annum, to which it was raised from 5l. 5s. in 1816.

This rent is laid out, together with that arising from the before mentioned gifts of Row and Mills, in the purchase of dowlas, which is given away annually shortly after Easter, by the rector and churchwardens, amongst poor persons of the parish not receiving relief, as far as it will extend, in proportions of four yards to each man, and three yards to each woman. An account of the distribution, and of the names of the persons to whom the dowlas is given, is kept by one of the churchwardens.

COTTON'S GIFT.

By indentures of lease and release, bearing date 2d and 3d April, 1705, between Thomas Were the elder, of Silverton, and three others, of the one part; and John Cotton Were, esquire, and five others, of the other part; reciting, that Edward Cotton, D.D. rector of Silverton, being seised in fee of the messuages, lands, &c. thereinafter mentioned, by his will gave the same to the uses thereinafter mentioned, and desired his brother, Sir John Cotton, knight, his executor, and heir to the said premises, to settle the same by deed to the said uses; and reciting, that the said Sir John Cotton, in pursuance thereof, and in satisfaction of certain legacies bequeathed to the use of the poor of Silverton, one by Mary Cotton, relict of William Cotton, late Bishop of Exeter, another by William Cotton, father of the said Edward and John Cotton, and a third given, or intended to be given, by the

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said Edward Cotton; and for a further charitable provision for, and to prevent the future poverty of, certain inhabitants of Silverton, by deeds of lease and release, bearing date 9th and 10th May, 1678, granted to the said parties of the first part, and others since deceased, and their heirs, a messuage or hargage, and the houses, buildings, courtileges, gardens and orchards, thereunto belonging, and a close, containing by estimation, 2½ acres, adjoining to the said messuage on the west, and a messuage or dwelling-house, with a herb garden and little plot of ground, containing by estimation 30 land yards, and also a cottage theretofore built on a piece of land, containing by estimation eight land yards, all which premises were situate within the borough of Silverton, upon the trusts therein mentioned; the said parties of the first part, in pursuance of the trust in them reposed, and with the consent and approbation of the rector and churchwardens of the said parish, granted to the said parties of the second part, and their heirs, the aforesaid premises, upon trust, that they should, with the said parties of the first part, out of the rents and profits of the said premises, in the first place, yearly, at Christmas, distribute 40s. amongst such and so many poor people of the said parish, as the said trustees, and the rector and churchwardens of the said parish for the time being, should think fit; and that the remainder of the said rents and profits (the necessary charges of repairing the same, and other outgoings, being deducted) should also yearly, at Christmas, by the trustees, be distributed amongst such persons, poor house-keepers, within the said parish, as frequented the church, and were honest and industrious in their vocations, and received no relief from the said parish, as the said trustees, and the rector and churchwardens for the time being, or the major part of them, should appoint, that is to say, to each person 10s.; and in case there should be more money to be distributed than there should be found poor housekeepers within the said parish so qualified as aforesaid to receive the same, that then the said trustees, by the consent and approbation of the said rector and churchwardens, as they should think fit, should pay to each, or to so many of the said poor housekeepers 20s. a piece, whereby the whole money might be yearly distributed; and in case there should be so many poor housekeepers within the said parish, so qualified as aforesaid, that there should not be out of the rents and profits of the said premises 10s. a piece to be distributed, the said trustees, with the consent of the said rector and churchwardens, should pay to such and so many poor house-keepers, so to be nominated, as they should judge to stand least in need of the said gift, but 5s. a piece, so that all such poor house-keepers so qualified might, if possible, have a share of the said gift, provided that no person should have more than 20s. nor less than 5s.; and that the said trustees, and the rector and churchwardens of the said parish for the time being, should make a new nomination of persons so qualified, to have the said gifts, yearly, at Christmas, and should continue the persons that had the same the year before, or elect new ones so qualified, as they should think fit; and upon further trust, that the trustees, as the respective leases of the said premises should determine, should demise the same, by deed or lease, for some term not exceeding 21 years, to the best advantage, and to the full and clear yearly value of the same premises, taking good security, as well for the payment of the said rents quarterly, as also for the repairing the premises, and discharging the rents and taxes and other payments issuing out of the same; but that, if by casualty the said messuages or tenements should be in decay, the rent of such tenement, so in decay, should, together with the rents of the residue of the said premises, be laid out towards the repairing of the same, until it should be completely repaired, before the said rent should be bestowed on such persons as aforesaid; and upon further trust, that when six of the said trustees should be dead, the survivors should elect, by the consent and approbation of the rector and churchwardens of the said parish, six more of the best of the inhabitants of the said parish, who should be joint trustees of the said premises with the survivors, and so from time to time for ever, as often as the trustees should be reduced to four.

These premises appear to have been conveyed, from time to time, to new trustees, and ultimately, by deeds of lease and release of the 18th and 19th of December, 1789, whereby they were granted by John Richards, Robert Row, and William Cleeve, to Henry Langford Brown, esquire, Wm. Land, John Kingdon Cleeve, clerk, Charles Row, Richard Mills, Charles Richards, and George Comming, to the use of all the parties thereto, upon the above mentioned trusts. Under this deed, three trustees only are now living; it is therefore proper that the trust should be renewed.

The property holden under this charity consists of;—

1.—A house and garden, in the occupation of Christopher Thomas, under a lease, bearing date 26th May, 1786, granted to his father by Henry Langford Brown, esquire, William Cleeve, and Robert Row, for a term of 70 years, from the Lady-day preceding, at the yearly rent of 10s. The lease purports to be granted in consideration of

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a building to be erected upon the demised premises, which are described as consisting of all those old walls and ruins, theretofore two dwelling houses, a bakehouse, outhouses, linhays, courtlage and garden, then late destroyed by fire; and the lessee thereby covenanted to erect upon the premises a good and substantial building, to be made into a dwelling house, the mode in which the building was to be erected being particularly specified in the lease. He also covenanted to repair the premises during the term, to insure them, and to rebuild them in case of their being destroyed by fire.

This house is now in very good repair, and is estimated to be worth about 10l. a year.

2.—An orchard, containing 2A. 1R. 30P. adjoining to No. 1, and in the occupation of the same tenant, to whom it was demised by lease, bearing date the 2nd November, 1793, from the Rev. Jonathan Rashleigh, rector of Silverton, nine of the trustees who were parties to the trust deed of 1789, and the two persons who were the churchwardens of the parish, for a term of 63 years, from Christmas then ensuing, at the yearly rent of 11l. This lease describes the property thereby demised as being a field, containing, by estimation, three acres, called the Dog's Close, and the lessee thereby covenanted to plant the field, as an orchard, with good apple trees, to keep it well and fully planted, and to leave it so planted at the end of the term.

3.—A large building, for many years past used as the parish workhouse, without any garden attached to it, for which the overseers of the poor pay to the charity a yearly rent of 4l. 10s. It is repaired by the parish, but part of it is stated to be not in good repair. It is not known whether this house was a part of the property originally conveyed, or whether it was subsequently built by the parish on a part of the land derived from this donation. The present yearly value of the workhouse is stated to be not less than 6l. and there appears to be no reason why the parish should not pay a sufficient rent for it to the charity.

4.—A cottage, opposite to No. 1, called the Bakehouse, in the occupation of Joseph Grant, as yearly tenant, at 2l. per annum. It is in very bad condition, and we are informed, that having been surveyed by a mason, some years since, it was reported to be not worth repairing.

It will be seen, by reference to the above obstracted trust deed, that the trustees were only empowered to grant leases of the premises for terms not exceeding 21 years, and a special provision was thereby made for repairing the tenements, in the event of their being in decay, by the appropriation of all the rents of the property to that purpose. In the leases, therefore, both of the house and orchard, Nos. 1 and 2, that power was exceeded. It is not improbable, that the ruinous state of the buildings on No. 1, in 1786, made it desirable to the charity to grant a building lease, if the trustees had been authorized so to do; but when the length of the term and the smallness of the rent are considered, it may well be doubted, whether the lease then granted was sufficiently provident, and whether more advantageous conditions might not have been obtained. As, however, a considerable sum has been expended on the faith of this lease, for which the lessee would probably be considered entitled to an allowance, it may be questionable whether, under the circumstances, any measures ought to be taken for setting it aside, as having been improperly granted.

The circumstances under which these lesses are made, as stated to us by Mr. Thomas, the lessee, are as follow:—

The house, garden and field had been let to Richard Chalice, at 11l. per annum. During his tenancy the house was destroyed by fire, and the site of it remained in a state of ruin for some years previous to 1786, when Mr. Thomas's father took the before mentioned lease of it for him. A lease determinable on lives was first mentioned, but Mr. William Cleeve, then one of the trustees, who had the principal management of the charity, proposed a term of 70 years, which proposal was accepted, and the lease accordingly granted. After the fire, the field was let, for a few years, to a gentleman residing at Silverton, to whom, from its situation, it was particularly convenient, at 13l. per annum. [Upon his giving it up, in 1793, an auction was held for letting it, at which no more than 9l. per annum was offered. The trustees refused to let it at that rent, and Mr. Thomas then proposed to Mr. William Cleeve to take a lease of the field at 10l. per annum, and to plant it as an orchard, if the trustees would allow him a term in it co-extensive with that of his house. Mr. Cleeve then made Mr. Thomas an offer of a term of that extent, at the rent of 11l. that being considered by the trustees to be the fair value of the field, which offer was accepted by him.

Mr. Thomas farther states, that the original expense of planting the field was very considerable; that for seven or eight years previous to 1815, he not being then resident at Silverton, let the orchard, including both the pasturage and the produce of the trees, at 15l. a year, out of which he paid a small annual sum for tithe; and that about 10 years ago, the apple trees were much injured by blight, when it became necessary to supply the places of many of them with young trees, which are not yet in full bearing.

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The soil of this orchard is described as being remarkably good, as indeed may be inferred from the large amount of the rent reserved by the lease in 1793, in proportion to its extent. Although an annual rent of 13l. had been previously paid, in consequence of the convenience of the occupation of it, it is probable that 11l. was at that period a fair rent.

If the field was to be planted as an orchard, a term of 21 years might not be sufficient to remunerate the lessee for the expenses thereby incurred; but we apprehend, that so long a term as 63 years could not be required for that purpose, and in this case, as we have already remarked, the trustees were restricted from granting leases for more than 21 years, even with a view to the prospective advantage of the charity at the end of the term.

Since the time of our investigation, we have been informed, that the trustees have two competent persons, one of the parish, and the other unconnected with it, to value this land, both as a field and as an orchard, who estimate it to be worth, as pasture, to tradesmen, 12l. per annum, for a term of 21 years, and as an orchard, such as it now is, 18l. per annum for the same term.

Under all the circumstances of this case, it appeared to us, that it would be a fair arrangement between the charity and the lessee, that the latter should surrender his lease of the orchard, and that a fresh lease of it should be granted to him for 21 years, from Christmas 1823, at the rent of 14l. per annum; and we learn that the parties have come to an agreement to this effect.

The rents arising from all the premises derived from Cotton's gift, are distributed at a meeting holden shortly after Christmas, of which previous notice is given, and which is attended by the rector, one or more of the trustees, and the churchwardens and overseers, amongst poor housekeepers, who frequent the church, and who have received no parochial relief in the preceding year, in sums of 5s. each, their being usually a sufficient number of persons of this description in the parish to exhaust the fund at this rate of distribution. It appears, from the trust deed, to have been intended that 40s. of the yearly rents should be distributed amongst the poor of the parish generally, whether receiving relief or not, but this provision has not hitherto been observed.

Wreyford's Gift.

A tablet in the church states, that *William Wreyford*, in 1700, gave the profits of a house and garden, called Buckingham's Land, to the poor of this parish, for ever, to be given yearly by the rector and churchwardens.

Two small houses, with a small garden, in the back lane of Silverton, now inhabited by poor persons of the parish rent free, placed there by the overseers of the poor, are supposed to be the premises stated in the tablet to have been given by William Wreyford; but they are not now called Buckingham's land, nor is there any other land in the parish known by that name. They are old buildings, but in tolerable condition, being kept in repair by the overseers.

If the statement in the tablet is correct, it seems to have been the intention of the donor that the premises should be let, and the rents of them distributed amongst the poor by the rector and churchwardens.

Lost Gifts.

The tablet in the church also states, that *Judith Carey* gave the interest of 10l. to the poor of this parish, having no relief, to be given yearly by the rector and churchwardens; and that *Elias Chown* gave likewise the interest of 5l. to the poor.

An assignment of a mortgage of a house at Silverton, dated in 1728, is found amongst the parish papers, upon which the overseers of the poor appear to have lent 11l. This sum is supposed to have been derived from Judith Carey's gift, but no trace is found of the receipt of any interest on the mortgage. Nothing more is known of Elias Chown's gift than what appears in the inscription on the tablet.

Richards's Gift.

By indentures of lease and release, bearing date 13th and 14th August, 1731, between George Fursdon, esquire, of the first part; George Westron and others, of the second part; John Richard, executor of the will of John Richards, of the city of London, merchant, deceased, of the third part; the rector of Silverton, Arthur Broadmead and another, churchwardens, and John Bastard and two others, overseers of the poor of the said parish, of the fourth part; and the said John Richards (party thereto), John Land esq. and eight others, of Silverton, of the fifth part; reciting, that the said *John Richards*, deceased, by his will, bearing date 4th Nov. 1724, gave the sum of 1,200l. to be laid out in lands, by the advice of the rector, churchwardens and overseers of the poor of the said parish of Silverton, the income or produce thereof to be always applied to the erecting and maintaining a free school in that parish, for teaching boys to read, write and cast accounts; the putting in a master, or turning him out, to be ever in the power of the rector, churchwardens and overseers of the poor for the time being, or the major part of them; and reciting certain proceedings in the court of chancery, upon an information filed by the attorney general,

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at the relation of the rector, churchwardens and overseers of the said parish, for the establishment of the said charity, upon which the lord chancellor had decreed, that the said sum of 1,200l. should be laid out in the purchase of lands, and that the contracts for the purchases thereinafter mentioned, and the trustees therein named, had been approved of by one of the masters of the court; it was witnessed, that in pursuance of the said decree, and the said master's approbation, and in consideration of the sum of 12l. 12s. paid by the said John Richards (party thereto) to the said George Fursdon, the said George Fursdon conveyed to the same John Richards, John Land, and the other parties of the fifth part, and their heirs, a toft, or plot of ground, in the parish of Silverton, whereupon three cottages formerly stood, with the garden plots thereunto belonging, bounded by the highway leading from Exeter to Tiverton, on the west and north west sides thereof, and on the east by a street lying on the backside of the market place and shambles there; and in consideration of the sum of 1,120l. paid by the said John Richards to the said George Westron, and the other parties of the second part, the said parties of the second part conveyed to the said parties of the fifth part, and their heirs, the messuages or tenements, lands & premises, called Stockadon and Grow, alias Growland, in the parish of Cheriton Fitzpaine, upon trust, to permit the rector, churchwardens and overseers of the said parish for the time being, after the erection of the intended free school, to receive the rents and profits of the said premises, for the uses and purposes, by the will of the said John Richards, deceased, directed, and upon trust, that when the trustees should be reduced to the number of three, the survivors should, with the consent of the rector, churchwardens and overseers, or the major part of them, fill up the number of ten trustees; and upon trust, that the trustees should, with such consent from time to time, elect a schoolmaster, and in case of neglect or misbehaviour remove such master; and that the rector, churchwardens and overseers, should receive the rents and profits of the said premises, and with the consent of three of the trustees for the time being, pay the same to such schoolmaster, all necessary sums for repairing the school-house being always deducted.

The last appointment of trustees was by deeds of lease and release, of 12th and 13th February, 1794, under which James Buller, esquire, is the sole survivor. It is, therefore, proper that the trust should be renewed.

The property of the charity consists of—

1.—A school, with a house for the schoolmaster, in the parish of Silverton, which are kept in repair by the master, and are now in good condition.

2.—A farm-house, and about 150 acres of land part of which is down land), in the parish of Cheriton Fitzpaine, called Stockadon and Grow, in the occupation of James Luxon, as yearly tenant, at a good rent of 130l. per annum, subject to deductions for rates, taxes and repairs.

It was thus let by the schoolmaster, as the person most interested, subject to the approbation of the rector. The clear rent, after allowing these disbursements, and a temporary abatement, which has been found necessary, amounts to about 90l. per annum.

3.—A house, called Grove Cottage, with an orchard and field adjoining, containing about four acres, also in the parish of Cheriton Fitzpaine, on lease to —— Drake, for a term of 99 years, now determinable on two lives, at the rent of 4s. per annum. We are informed, that these premises were originally leased in this manner for the purpose of raising, by way of fine, a sum of money, which, with the produce of some timber sold from the estate, to the amount of 41l. 18s. was laid out in building the school-room, and that, in 1789, the lease was renewed for two lives, in consideration of a fine of 35l. which, with 46l. 8s. the produce of a farther quantity of timber sold, was expended in alterations of and additions to the schoolmaster's house. The annual value of these premises is about 6l. The house is not in very good repair. It will probably be advantageous to the charity that this lease shall not be again renewed. There is a considerable quantity of thriving young timber on the estate, called Stockadon and Grow. The present schoolmaster was appointed, in 1794, by the trustees, the rector, churchwardens and overseers of the poor of this parish. He receives the rents of the estate at Cheriton Fitzpaine, and in respect thereof instructs all the boys of the parish, not only the sons of the poor, but also of the farmers and others, whose parents think proper to send them to school, in reading, writing and arithmetic, partly on the Madras system. No particular age is fixed for the time of the boys coming to or their removal from the school. A woman is paid by the master as an assistant to teach the younger boys. The average number of scholars is about seventy.

Books are at present provided for this school from the private charity of the rector.

RICHARD TROYTE'S GIFT.

The tablet in the church states, that *Richard Troyte* gave 50s. yearly, payable out of Netherleigh, in this parish, for putting some poor girls to a reading school, to be nominated by the rector, churchwardens and overseers.

Of this annuity of 50s. the sum of 4s. 2d.

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is paid by Mr. Thomas Parkhouse, who is the owner of a portion of the estate, called Netherleigh, and the remainder of it by Mr. George Comming, who is the owner of the residue of that estate. The annuity is paid to a mistress (appointed by the rector) of a school in this parish, which is in other respects supported by voluntary contributions, in part of her salary, for instructing nearly 60 girls in reading and working.

Church Lands.

No trust deeds are to be found in the parish relating to these lands, which consist of—

1.—A house, called the Church House, with a slaughter house and garden, an undivided part of a meadow, called the Lower Moor, and two small orchards, containing about an acre, all of which are in the parish of Silverton, and are now held by William Webber, under a lease from the rector and churchwardens for 14 years from Michaelmas 1814, at a fair rent of 14l. per annum, the tenant repairing the premises.

The meadow, called the Lower Moor, contains in the whole about 1¼ acre, and it is generally understood that the portion of it belonging to the parish consists of about three-quarters of an acre, but the precise situation of that portion is not ascertained. The residue of this meadow is the property of Mr. George Comming.

2.—A small cottage, adjoining to the house leased to Webber, in the occupation of George Richards, as yearly tenant, at 2l. per annum.

These rents are, and have been for many years, received by the churchwardens for the time being, and carried to their general account in aid of the church rate.

PARISH OF THORVERTON.

Parish Lands.

By indenture of bargain and sale, bearing date 16th March, 1763, between John Dalley, of the first part; Sir John Davie, baronet, and others, trustees, chosen on behalf of the poor of the parish of Thorverton, of the second part; Philip Upcott, one of the churchwardens, and Robert Radmore, and others, overseers of the poor of the said parish, of the third part; and Nicholas Thomas, of the fourth part; reciting, that several sums of money had been given by will, or otherwise, to the use and for the benefit of the poor of the parish of Thorverton, and for several charitable purposes respecting the poor inhabitants of the said parish, and other good purposes, which donations had in part been lost by insufficiency of the persons in whose hands the same had been placed, and that being desirous that such part thereof as remained in the hands of the churchwardens and overseers, or in the parish chest, amounting to 420l. might for the future be better preserved to answer the said donations, the said churchwardens and overseers, with the approbation of the parishioners in vestry, had agreed to invest the same in lands, to be granted to the persons before named, as trustees, upon the trusts thereinafter mentioned, and had contracted with the said John Dalley, the other churchwarden of the said parish, for the purchase of the lands thereinafter mentioned, at the price of 580l.; and reciting, that to make up the said sum, the said Nicholas Thomas, had agreed to lend, at four per cent., on the security of the said premises, 160l.; it was witnessed, that in consideration of the said sums of 420l. and 160l. the said John Dalley bargained and sold unto the said Sir John Davie, and the other trustees, two fields, called Great Middlefield and Oxen Lears, containing 24 acres or thereabouts, in Farringdon, in said county of Devon, to hold to the use of the said Sir John Davie, and the other trustees, and their heirs, in the first place, in trust for securing the repayment to the said Nicholas Thomas, of the said sum of 160l. and interest, and subject to the payment of the interest thereof, in trust, to pay the residue of the rents and profits to the use of such poor persons, and of such charities and charitable donations, according to the directions which from time to time should be given to them by the payers to the poor's rates of Thorverton, in vestry assembled; and it was declared, that the said trustees should meet on the 26th day of December, yearly, in the vestry, for settling the accounts, and for the execution of the trusts, and should then choose from amongst themselves a receiver, to receive the rents, who was to observe the directions of the rest of the trustees concerning his receipts and disbursements, and to render an account thereof to the rest of the trustees on 26th December; and that on the death or resignation of such receiver another should be chosen in like manner; and that at such meeting the said trustees, or such of them as should be payers to the relief of the poor, should nominate such persons to be partakers of the rents and profits of the said premises, and in such proportions as they should think fit, and for what time, not exceeding one year, the same should continue to any of them; and it was provided, that when the trustees should be reduced to three, or sooner, if the majority of the trustees should think proper, the survivors should choose others to make up the number of eight at the most; and it was also declared, that the trustees should not lease the premises upon fines, but for the full yearly value, from year to year, or by lease not exceeding 21 years.

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In 1815, a petition was presented to the court of chancery, by R. H. Tuckfield, esq. G. S. Fursdon, esq. and others, described as parishioners and inhabitants of the parish of Thorverton, setting forth the following donations for various purposes, for the benefit of the poor of that parish, which are stated upon tablets in the parish church:—

		£.	s.	d.	
1618	John Bury	60	0	0	to be lent to poor tradesmen.
1692	Thomas Ratcliffe	5	0	0	to be lent to poor labouring men and widows.
1646	John Chanon	30	0	0	for the same purposes.
1652	Grace Bampfylde	2	0	0	yearly to be bestowed in shifts.
1661	Mary Thomas	20	0	0	for a distribution of bread.
1664	Ralph Richards	20	0	0	to be distributed to the poor at Easter.
1665	Julian Thomas	10	0	0	to be lent to poor labourers.
1673	Thomas Adams	100	0	0	one moiety for teaching poor children, and the other moiety for a distribution of bread.
1673	Margaret Taylor	50	0	0	for a distribution to the poor.
1686	Margaret Turner	15	0	0	for teaching poor children.
	Sir John Acland	20	0	0	for binding out apprentices.
1683	Roger Tuckfield	20	0	0	for teaching poor children.
1686	Roger Tuckfield	30	0	0	for the same purpose.
1688	Sebastian Isacke	20	0	0	for a distribution to the poor at Easter.
1694	Mary West	2	0	0	yearly to be bestowed in flannel for poor women.
1697	Jane Smith	5	10	0	for teaching poor children.
1705	John Tuckfield	40	0	0	for the same purpose.
1710	Margaret Tuckfield	30	0	0	for Bibles and coats for poor children.
1727	Richard Thomas	5	0	0	for a distribution to the poor.
1726	John West	1	0	0	yearly, to be bestowed in bread monthly.
1743	Roger Tuckfield	100	0	0	for teaching poor children, and for Bibles and coats for them.

The petition also stated the purchase of the two fields in Farringdon, and that the trust deeds relating to the said premises were alleged to have been lost or mislaid; and set forth the supposed draft of the original trust deed of the said premises, found in the custody of one of the parishioners; and that the lands so purchased, were let at a rent of 80l. a year, which had been applied in money payments only, partly to people not within the description specified by any of the said donors, and partly to other persons, on condition of their not applying for parochial relief, and so far had only gone in aid of the poor rate of the said parish; that the application was not, as the petitioners conceived, a due application of the said funds; that there was a parochial school supported by an allowance of 9l. a year out of the said trust funds; that there were about 140 poor children of the said parish, a very limited number of whom could receive instruction, and that it would be a great advantage to the parish, if a sufficient provision was made, out of the trust funds for the instruction of the said children; that of the before mentioned gifts, which appeared to amount to 500l. nearly 300l. had been given for bringing up poor children to school, and purchasing Bibles and clothes for the scholars; and that considerable irregularity had taken place in the appointment of the trustees; and the petitioners therefore prayed that it might be referred to one of the masters of the court, to inquire for what purposes the rents and profits of the said premises were applied, and by whom, and to take an account of the yearly amount of the rents, and to consider of a scheme for the future application of such rents, particularly with regard to the education of the poor children of the said parish, and if necessary, to inquire into the regulation of the appointment of the trustees, and to appoint others.

On 3d April, 1816, it was referred to one of the masters of the said court, to inquire whether the application of two-fifths, for the support of the school already established in the said parish, and of the remaining three-fifths, to the other charitable purposes of the donors, would be a proper application of the same; and it was ordered, that if he should be of opinion it would not, he should approve of some other scheme for the application thereof. On 29th July in the same year, the master made his report, (which was confirmed by the master of the rolls, on 5th August following), approving of the application of two-fifths of the rents for the bringing up poor children to school, and purchasing Bibles and clothes for the scholars; and reciting his opinion, that the application of the remaining three fifth of the rents, having regard to the alteration that had taken place in the application of the funds, would not be a prudent and proper application of the same, and that he therefore had approved of a scheme for the application of the said three fifths, laid before him on behalf of the said petitioners, as follows; viz. one sixth, as a fund to be lent, without interest, on sufficient security to poor tradesmen, labouring men and widows; one fourth to be bestowed in bread and clothes to the poor, and the residue thereof to be distributed for the relief of poor persons of the said parish, and for binding apprentices, the above mentioned charitable donations having been given for

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these purposes, nearly in these proportions: And it was further ordered, that it should be referred to the master to tax the costs of all parties, as between client and solicitor, such costs to be paid by the trustees out of the funds then in their hands, or thereafter to be received.

The trust deed of the 16th March, 1763, which is above set forth, appears not to have been in the hands of the trustees, and was not brought to light until after the termination of the chancery suit. The present trustees are, G. S. Fursdon, John Milford, S. F. Milford, esquires, Thomas Kingdon, C. D. Pugh, John Radmore, James Thomas, and Thomas Reynolds, who were appointed in 1791.

The two fields above mentioned appear to have been let by auction in 1806, for 10 years from the Christmas preceding, at the rent of 86l. which was afterwards reduced to 80l. From Christmas 1815 till lady day 1816, they were unoccupied, and were let at the last mentioned date, for a year, at the rent of 48l. At Lady day 1817, an auction was held; but the fields were not let until June, when they were demised to Philip Salter, for 10 years from Lady day 1817, at a good rent of 52l. per annum. At the time of our inquiry (February 1823), the tenant had paid his rent up to Midsummer 1822, the trustees having thought fit to abate 5l. from it, on account of the depreciation of agricultural produce. The premises contain no buildings. Timber was sold, in February 1822, to the amount of 23l. which sum was carried to the general account. The mortgage mentioned in the trust deed is supposed to have been long since discharged.

	£.	s.	d.
The costs of the petitioners in the Chancery suit appear to have been	150	4	6
Those of the trustees	72	2	9
	£222	7	3

These costs are now discharged; the payment has been made partly out of an accumulation of a portion of the rent from 1812 to 1817; but a considerable part of the annual income has also been for several years required to defray the residue; and the trustees, therefore, have not hitherto had the means of carrying the scheme directed by the court of chancery into complete execution, but they ought now to act in strict conformity with that scheme.

A salary of 9l. per annum was paid by the trustees to William Tree, as the parish schoolmaster, till 1817, when Robert Wreyford was let into possession of the schoolroom, who now instructs the poor children of the parish. Some differences have arisen between the trustees, as to the regularity of the removal of the former, and the appointment of the present, master, into the particulars of which we think it unnecessary to enter. Since 1817 a payment of 5l. per annum has been continued to Tree, though not acting as the parish schoolmaster, but Wreyford had not at the time of our inquiry received any emolument from the trust funds. He had however in lieu thereof received 11l. 15s. per annum, and his sister, the schoolmistress, had received 10l. per annum from a private subscription, which appears to have been raised, in order to prevent the failure of the school during the payment of the costs of the proceedings in chancery.

For the future, it is clear, that, in obedience to the directions of the court, two fifths of the rents of the above mentioned lands ought to be applied in the support of the school, and, if it is thought right that the former master should receive a compensation, it would be more correct that it should be paid by private contributions, and not from the trust funds. The schoolmaster, in addition to the salary paid to him by subscription, has been allowed to charge 1s. per quarter to the parents of each child under his care.

The schoolmaster and mistress educate on the Madras system, in a room which forms part of the poor house, and has been many years used as a school room, all the poor children of the parish whose parents think fit to send them to school, and had, at the time of our inquiry, under their tuition, about 40 boys and 36 girls.

In the years 1819, 1821, 1822, and February 1823, several sums of 6l. and 5l. were lent on the security of promissory notes, with one surety to each; some of these have since been repaid, and there had been, at the time of our inquiry, a sum of 33l. thus disposed of.

A meeting of the trustees takes place, annually, about the 26th of December, when the receiver passes his accounts, and a distribution of money, bread, clothing and blankets, is made amongst such of the poor as do not receive constant parochial relief, according to their wants and the size of their families; the names of the persons thus relieved being afterwards entered in a book. In this manner the following sums have been distributed in the under mentioned years:—

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				£.	s.	d.
March	1819,	to 154	persons	49	0	6
December,	1819,	133	"	26	2	9
December,	1820,	128	"	27	5	9
	1821,	127	"	23	11	9
January,	1823,	130	"	30	11	10

The residue of the expenditure consists of the payment of 1l. per annum to the receiver (who is not a trustee), for keeping the accounts, and of some trifling expenses incurred in collecting the rents. A sum not exceeding 1l. is also expended at the annual meeting of the trustees for the distribution. At the time of our inquiry, which was completed in February, 1823, there was a balance in the hands of the receiver (including a sum of 20l. 10s. 5d. received for the arrears of rent of a tonement called Splatt's tenement), of 27l. 9s. 1½d. which remained to be applied according to the scheme approved of by the court of chancery.

The premises called Splatt's tenement, consist of a house and garden, which are situate at one extremity of the church-yard of this parish, and have been usually occupied by the sexton, at an annual rent of 50s. of which 5s. is paid as a chief rent to the dean and chapter of Exeter, and the residue is carried to the account of the trustees of the parish lands, by whom the house is kept in repair; it is now in good condition. It is stated, in the returns made to Parliament in 1786, that this tenement was vested in the churchwardens; that it originally cost 31l. 15s. and was paid for out of the gift money belonging to the parish; but we have received no evidence confirmatory of this account, and are not aware of the existence of any deeds relating to the property. We are told, that it has been for many years customary to dispose of the rent as at present, and that it had been in arrear from the commencement of the chancery proceedings till the month of February, 1823, in consequence of there having been no notice taken of this tenement in those proceedings.

MARY WEST'S GIFT.

Mary West, by her will, bearing date 20th January, 1694, gave to the poor of the parish of Thorverton, 40s. per annum, for ever, to be issuing out of her land and house in Southgate street, near the south gate in the city of Exon, to be paid, yearly, at Christmas, and by her executors, together with the vicar of the said parish for the time being, bestowed in flannel, or other linen cloth or stuff, for the making of waistcoats or under coats, and by them disposed of to such poor widows, and other poor women of the said parish, as should be in greatest want.

In respect of this annuity, the sum of 1l. 15s. 2d. is paid, yearly, out of a house in South-street, Exeter, the property of *Mrs. Ann Johns*, of Tiverton, (the residue of the 40s. being deducted for land tax), to the minister of the parish, who applies the money in the purchase of 10 or 11 petticoats, which he bestows on New year's day, amongst as many poor widows of the parish. He keeps a regular account of the mode in which the charity has been distributed, and is careful that each poor and deserving widow should in her turn partake of the charity. In this mode, every poor widow usually receives a petticoat once in four or five years.

JOHN WEST'S GIFT.

John West, esq, by his will, bearing date 1st February, 1728, gave to the poor of this parish, 20s. yearly, for ever, payable out of his barton, messuage or farm, called Yelloford, situate in Thorverton, to be bestowed in bread, which was to be given monthly to such 10 poor people of the said parish, as should from time to time be appointed by the minister and 10 of the most substantial inhabitants thereof.

The farm called Yelloford is the property of Sir Henry Carew, baronet, whose tenant pays 20s. yearly to a baker, for providing 10 two penny loaves monthly to as many poor persons of the parish. These were formerly selected by Lady Carew; but since her death, the distribution has been made by a person who had been her servant. It will be observed, that the appointment of the poor persons who are to partake of the charity, is vested in the minister and 10 of the most substantial inhabitants of the parish. We were informed, that the list by which the distribution was made at the time of our inquiry, contained the names of some of the most deserving poor of the parish.

BAMPFIELD'S GIFT.

It will be seen, on reference to our statement of the charities of the parish of Pinhoe, in a subsequent part of the present Report, that the parish of Thorverton is entitled, under the will of *Grace Bampfylde*, to two ninth parts of the rent of an estate in Broadclist, now let for 26l. per annum, to be disposed of in the purchase of shirts, smocks, and other clothing, for the benefit of the poor thereof. The share of the rent belonging to Thorverton, amounts, at pre-

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sent, to 5l. 15s. 6½d. which sum is annually paid by the tenant of the premises to the trustees of this gift, for this parish, who dispose of it usually every second or third year, in linen cloth, which they distribute to such of the poor of the parish as do not receive constant relief, (three yards and a half being the portion allowed to men and three yards to women; 47 portions were thus given away in January 1823, after which, there remained a balance in favour of the charity of 12s. 4½d.

Burned's Gift.

James Burned, by his will, bearing date 3d March, 1790, gave to the Reverend William Short, vicar of Thorverton, and his successors, and to the churchwardens and overseers of the said parish and their successors, 1l. 12s. 6d. per annum for ever, to be laid out in ten three-penny loaves per month, in good bread of wheat meal as from the mill; the loaves to be given to ten poor husbandmen of the said parish of Thorverton, having no weekly or monthly pay, one loaf to each, in the church, in the same manner as Mr. West's bread was given, and to be given the fortnight day after Mr. West's bread, to the payment of which said yearly sum of 1l. 12s. 6d. he subjected his estate, messuage and tenement, called part of *Ridgeman's*, situate in Thorverton; the sum of 2s. 6d. to be paid monthly, making the said yearly sum: And he directed that his executors and their heirs, executors, &c. should renew the said estate and keep the premises repaired, and should perform the lesses; and that such poor husbandmen of the parish as the bread should be given to, should not have any more until others should have some throughout the said parish. He also gave to the said vicar, churchwardens and overseers, and their successors, 18s. a year, to buy four new Bibles at 4s. 6d. each, to be given to four poor children of the said parish, from the profits of Ridgeman's, which estate he subjected to the payment thereof for ever.

The tenement called Ridgeman's, consists of two or three small cottages, a small orchard and garden, containing in the whole, about half an acre of land, and is held by William Thomas, an executor, and one of the residuary legatees of the testator, by lease, from the dean and chapter of St. Paul's for 21 years, renewable every seven years.

Although these gifts were void under the mortmain act, Mr. Thomas has paid 2s. 6d. per month to a baker, for providing bread to that amount, which has been bestowed by the parish officers monthly, in threepenny loaves, to ten poor husbandmen of the parish, not in the receipt of parochial relief. He also, for some years, purchased annually four Bibles, to be given away amongst the poor, but has not thought proper to continue this distribution.

Tuckfield's Gift.

In our account of the charities belonging to the parish of Crediton, in the present Report, we have stated, that *Elizabeth Tuckfield* gave out of the interest of 3,000l. stock in the 3 per cent. consols, 10l. per annum to the minister for the time being, of this parish, to be by him distributed according to his discretion, amongst such poor persons of the parish as should have no parochial relief.

The share of the poor of this parish is annually transmitted by Mr. John Smith, agent of the twelve governors of the goods of the church of Crediton, to the minister of Thorverton, and is by him distributed amongst such of the most indigent poor as are not in the receipt of constant parochial relief. The population of the parish being large, the charity is usually divided amongst a number of persons, exceeding 150.

HUNDRED OF NORTH TAWTON.

PARISH OF COLDRIDGE.

Poor's Stock Money.

In the returns made to Parliament in 1786, it is stated, that a sum of 7l. given by an unknown donor, for the benefit of the poor of this parish, not receiving relief, was then vested in the parish, producing 7s. per annum. The same sum is still distributed, annually, amongst poor persons of the above mentioned description.

PARISH OF DOWN ST. MARY.

Hole's Gift.

It appears, from an inscription on a tablet in the church, that *Richard Hole*, who died in 1722, gave to the poor of this parish, 5s. yearly, to be paid out of an estate called Wood, in the parish of Eggesford, and to be distributed by the overseers of the poor on Christmas-day.

The present owner of the estate called Wood, is the Honourable Newton Fellowes, whose steward pays this annuity to the overseer of the parish.

The annuity was paid for eleven years in 1819, and was distributed by the overseer of the poor in small sums of 1s. and 2s. each, among all the poor of the parish, whether receiving relief or not. It has not been since demanded.

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Tucker's Gift.

William Tucker, esquire, of this parish, who died on the 19th of August, 1819, by his will, directed Benjamin F. Radford, esquire, his executor and residuary legatee, to distribute out of the residue of his estate, 25*s*. worth of bread, at Christmas, yearly, for the space of 20 years after his death, amongst such of the poor of the parish of Down St. Mary, as the churchwardens and overseers for the time being, should think proper objects of charity.

The annuity of 25*s*. is yearly distributed by a tenant of Mr. Radford, amongst the poor of Down St. Mary, in the presence of some of the parish officers.

PARISH OF ZEAL MONACHORUM.

Davy's Gift.

It appears, from a tablet in the church, that *Andrew Davy*, esquire, by his will, bearing date 26th June, 1720, gave to the churchwardens and overseers of the poor of the parish of Zeal Monachorum, for the time being, for ever, in trust, for such of the poor of the said parish as should have no weekly pay, a yearly rent charge of 40*s*. to be issuing out of a tenement called South Down, in the said parish.

Richard Westlake is the present owner of the tenement called South Down, and pays this annuity to the churchwardens and overseers, by whom it is distributed once in two or three years, together with the annuities derived from the following gifts of *Richard Hole*, *Robert Packer*, and *Edmund Rowland*. The distribution is made in the course of the winter, at a meeting in the vestry, which is usually attended by the minister and some of the principal parishioners, amongst such of the poor of the parish as do not receive parochial relief, in small sums proportioned to their necessities, and the number of their families; the sum given to each individual of a family not exceeding 1*s*. The last distribution took place in January, 1823.

Richard Hole's Gift.

It appears, from another tablet, that *Richard Hole*, in 1722, gave to the poor of this parish, 5*s*. yearly, for ever, to be distributed by the overseers of the poor on Christmas-day, and to be paid out of an estate called *Wood*, in the parish of Eggesford.

The Honourable Newton Fellowes is the present owner of the estate called Wood, and pays the annuity of 5*s*. to the churchwardens.

Packer's Gift.

It appears, from the same tablet, that *Robert Packer* gave to 10 poor persons of this parish 10*s*. payable yearly, for ever, out of Borough estate, in the parish of Morthoe, on the 15th day of December, to be equally divided among them by the rector and churchwardens, on Christmas-eve. The date of this donation does not appear.

The estate called Borough is now the property of John Marshall, esquire, who pays the annuity of 10*s*. to the churchwardens.

Rowland's Gift.

It appears, from the same tablet, that *Edmund Rowland* gave to the poor of this parish 6*s*. 8*d*. per year, for ever.

This annuity is now paid by Thomas Hooper, the occupier and part owner of the White Hart Inn, in the parish of Bow, to the churchwardens.

The application of the three last mentioned donations has been stated in the account of Davy's gift.

Francis Hole's Gift.

Francis Hole, citizen and grocer, of London, by his will, bearing date 16th July, 1730, gave an annuity of 12*l*. to be issuing out of an estate called Blackpool, in the parish of South Molton, and an estate called Twiscombe, in the parish of Whitestone, immediately after the decease of his wife, to his brothers, Emanuel, Richard and Robert Hole, and their heirs, in trust, yearly, for ever, to distribute 10*l*. part thereof, for providing clothes for such and so many poor people, residing in the town and parish of Zeal Monachorum, as his said trustees should think fit, upon the anniversary of his death, and to pay the sum of 15*s*. further part of said annuity, to the vicar of Zeal, for a sermon, to be yearly preached in the said parish church, for ever, upon the said anniversary, and 25*s*. the remaining part of the said annuity, in providing a dinner for his said trustees and the said vicar, and such as they should appoint, on the day of such anniversary.

The said Francis Hole died 3rd July, 1749.

In 1775, Richard Hole, being in possession of the above mentioned, sold the estate called Blackpool, with other estates, to John Bawden, esquire, and for the purpose of indemnifying Mr. Bawden from the annuity of 12*l*. conveyed to him the estate called Twiscombe, on trust, that if that annuity should be levied out of the estates sold to him, or he should pay the same, he might reimburse himself, out of the said estate called Twiscombe.

In 1822, the persons claiming under the said Richard Hole, sold Twiscombe to James Potter, esquire, subject to the payment of the annuity of 12*l*. and subject to the above conveyance to Mr. Bawden.

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Notwithstanding the above arrangement between the parties, to the sale of 1775, all the estates charged by the donor with the annuity of 12l. continue liable to its payment. It has hitherto been discharged by the owner of Twiscombe, and was so paid in 1822, by Mr. Potter, the purchaser thereof.

The payment has been made to the minister for the time being, who has retained 15s. per annum for preaching a sermon in the course of the autumn, and has bestowed the residue (with the exception of a small surplus occasionally, which has been distributed to the poor in bread) in the purchase of seven or eight gowns, and as many coats, which have been given by him to such of the poor of the parish as were, in his judgment, the fittest objects of charity.

Weekes Hole's Gift.

Weekes Hole, esquire, by his will, proved at Exeter in 1768, gave to his brothers, Richard and Thomas Hole, 100l. in trust, for the charity school of Zeal Monachorum, the interest thereof, to be applied for ever, by the said trustees, for the carrying on the pious and charitable design of the gentlemen engaged in that undertaking, it being his intention that the children of the poor should be educated and instructed in the knowledge of God and the Holy Scriptures.

This sum is in the hands of the Rev. Robert Hole, the personal representative of Mr. Weekes Hole, at three per cent, which appears to have been the amount of interest paid since the death of the testator. The interest is transmitted by Mr. Hole to the minister, by whom it is applied for the education of 16 poor children, at two small schools in the parish. Mr. Hole having intimated to us his wish that the legacy should be placed on good security, and at a sufficient interest, we have recommended him to deposit it in the Devon and Exeter savings bank.

HUNDRED OF TEIGNBRIDGE.

PARISH OF MANATON.

Church House.

By deed, bearing date 11th November, 1597, *Thomas Southcott* granted to John Whiddon, senior, and others, parishioners of Manaton, and their heirs, for ever, a messuage, commonly called the Church House, in the said parish, for the repair, sustentation and maintenance of the parish church of Manaton, at the yearly rent of 4d.

The last trust deed of this house is dated in 1809. Till within the last three or four years, part of it was occupied as a public house, at the yearly rent of 3l. and the residue of it as poor house, for which the overseers of the poor paid the yearly rent of 2l. which rents were applied in aid of the church rate. Having become dilapidated, the house was pulled down, and has been rebuilt as a poor house, at the expense of the parish. It is intended that the former rent of 5l. shall be paid by the overseers, as before, in aid of the church rate.

PARISH OF MORETON HAMPSTEAD.

Hele's Gift.

It will be seen by reference to a former Report, that, by indentures of lease and release, bearing date 17th and 18th December, 1658, made by Sir John Maynard and Elize Stert, as the trustees for charitable purposes of the lands of Elize Hele; and by a schedule thereunto annexed, it was provided, that, out of the rents and profits of the lands thereby conveyed to the chamber of Exeter, as the governors of Saint John's Hospital, in that city, the annual sum of 10l. should be paid for the maintenance of a school and schoolmaster in this parish, for ever.

This annual sum is now paid by the governors of Saint John's Hospital to a schoolmaster appointed by them, on the recommendation of the minister and principal inhabitants of this parish, who, in respect thereof, instructs ten poor children of this parish, in reading and the church catechism, in a school-room forming part of the church-house hereinafter mentioned.

Church Houses.

We are informed, that searches have been made for deeds relating to the following houses at Morton Hampstead, but that none are to be found. They are let by the churchwardens, and the rents are received by those officers, and carried to their general account, in aid of the church rate.

1.—A public house, called the Union, with a garden, situate in Forder-street, in the occupation of John Gray, as yearly tenant, at the rent of 14l. 14s. per annum.

2.—A house, shoemaker's shop, and small garden, in Cross-street, in the occupation of Robert Tremlett, the parish clerk, as yearly tenant, at 7l. per annum.

3.—A house, called the Church House, near the church yard, of which one ground room is occupied by poor people, rent free, placed there by the parish officers and the room over it is used as a school-room by the

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before mentioned schoolmaster. The residue of the house, with a good garden, is in the occupation of Charles Humphries, at 9l. per annum.

All these premises are repaired by the parish. They are at present in a bad state, but are in a course of repair. The rents are considered fair.

SOUTHMEAD'S GIFT.

John Southmead, by his will, bearing date in 1648, gave towards buying of Bibles for poor children of the parish of Moreton Hampstead 26s. 8d. yearly, to be bestowed by his heir, out of the land of one house, then in the possession of Christopher Marden, after the death of Richard Bennett.

We are informed, that there is a tradition in the parish, that Bibles were formerly given in respect of this donation, but we cannot learn that there has been any such distribution within the last 60 years, and we have found no evidence tending to identify the property charged with the above-mentioned yearly payment.

PARISH OF PUDDINGTON.

BROOKE'S GIFT.

Humphrey Brooke, by his will, bearing date 19th February, 1670, gave to the poor of the parish of Puddington, a yearly rent-charge of 20s. to be payable to the churchwardens and overseers of the poor of that parish, out of the lands and tenements, called Beere, in the parish of Cruwys Morchard, to the intent, that they should, with two honest and sufficient persons of the parish of Puddington, yearly distribute the said sum, every Christmas-day, amongst such poor people of that parish, as they in their discretion should think fit.

The present owner of the farm, called Beere, is Mr. John Davey, whose tenant, after reserving 2s. 4d. for land-tax, pays the residue of the rent-charge to the churchwardens and overseers, by whom it is distributed amongst the poor persons of the parish not receiving relief, in small sums proportioned to their necessities.

POOR'S MONEY.

It appears from a tablet in the church of this parish, that the above mentioned Humphrey Brooke gave in his life-time, in 1662, to the poor thereof, the sum of 10l. to remain for ever, and to be put out at interest by the churchwardens and overseers, for the time being, and distributed yearly to such poor persons as had no weekly relief.

The returns made to Parliament in the year 1786 state, that a person unknown had given to the poor of the parish of the above mentioned description, the sum of 10l.

We are informed also, that Mr. Peter Blagdon gave, but by what mode does not appear, the sum of 10l. to be applied to the same purpose.

Of the above mentioned sums, amounting in the whole to 30l. the sum of 22l. 10s. is in the hands of Mr. John Blagdon, and the residue is deposited with the Rev. George Patch, the rector of the parish. These gentlemen pay interest after the rate of 5l. per cent., but they have given no security for the money in their possession, and it would be more satisfactory, notwithstanding that a diminution of the yearly interest would ensue, that the respective sums should be called in, and placed in a savings bank. The interest, amounting to 30s. is distributed yearly, about Easter, by the parish officers, in small sums, amongst such of the poor of the parish as do not receive parochial relief.

DAVYE'S GIFT.

The returns made to Parliament in 1786, also state, that *George Davye*, in 1746, gave by will 12l. the interest of which was to be bestowed for the teaching of poor children of the parish.

This sum is also in the hands of Mr. John Blagdon, without security, who pays regularly 12s. per annum in respect of it, for the instruction of a poor child of the parish.

PARISH OF WASHFORD PYNE.

POOR'S MONEY.

The returns made to Parliament in 1786, state a sum of 7l. to have been given by some person unknown, to the poor of this parish not having monthly relief, of which 5l. had been lost about forty years before those returns were made.

The annual sum of 2s., supposed to be the interest of the remaining 2l. of the above-mentioned sum, is given by the overseers of the poor out of the parochial funds, to one or two of the most necessitous persons of the parish, about Lady-day, when the overseers accounts are made up.

LAMBE'S GIFT.

It is stated in a tablet in the church, that Mrs. *Agnes Lambe*, who died in 1808, gave to the poor of this parish 10l. the interest of which being 10s. was to be distributed amongst the poor for ever. This money has, since the death of the testatrix, remained in the hands of her executor, Wm. Comyns, esquire, a gentleman of large property in the parish, and is secured by his promissory note, which is deposited in the parish chest. He pays 10s. a year to the churchwardens and overseers, on the last Wednesday in May, annually, when it is distributed by them amongst a few poor

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persons of the parish, not receiving parochial relief, in sums amounting to 2s. or 3s. a piece, according to the number of their families.

HUNDRED OF WONFORD.

PARISH OF ALPHINGTON.

Church House.

By indenture of feoffment, bearing date 25th December, 18th Elizabeth, reciting, that *William Courtenay*, by indenture, dated 3d October, 15th Henry VII, had given to John Rowe and others, and their heirs, a parcel of land, lying within his manor of Alphington, to the use of the parishioners of Alphington, to the intent that there should be built thereon, a house called the Church House, for the said parishioners, under the rent of one penny, and that the said John Rowe and others, had built a house called the Church house, thereon; and that the said John Rowe had survived the other feoffees; the said John Rowe granted and enfeoffed to Edward Whiddon and others, and their heirs, the said parcel of land and the said house, to such uses as were specified in the said recited deed; and further, to the use of the said Edward Whiddon and others, and of the other parishioners of Alphington, for ever.

The last trust deed of this house bears date 27th July, 1774, whereby it was conveyed by James Pitman, esquire, to Richard Hippesley Coxe, esquire, and 23 others, in trust for the benefit and behoof of the parishioners of Alphington. It is proper that this trust should be renewed. The church house is now a public house in the village of Alphington, known by the name of the Admiral Vernon Inn, and a rent of one penny is still paid for it to Lord Viscount Courtenay, as lord of the manor of Alphington. It is holden by Elizabeth Blatchford, widow of William Blatchford, under a lease, bearing date 3d May, 1784, granted in consideration of the surrender of a former lease determinable on two lives, and a fine of 100l. for a term of 99 years, determinable on three lives, one only of which is now in existence, at the yearly rent of 5l. The house is in a fair state of repair, and is stated to be of the value of not less than 30l. per annum. The fine of 100l. received for this lease, was, in 1784, invested in the purchase of 180l. 3 per cent. consols, which stock was subsequently sold, and the produce thereof applied in new seating and repairing the church.

Previously to the year 1749, the rent of the Church house, which was then, as at present, 5l. per annum, appears to have been carried to the churchwardens general account, but since that time, the account of it has been annually distributed shortly after Christmas, together with 5l. the interest of Leach's gift, hereinafter mentioned, in bread, among the poor persons of the parish.

As there appears to be no reason to doubt that this house stands upon the parcel of land taken under the above recited grant of William Courtenay, in 15th Henry VII, we apprehend that the former appropriation of the rent was correct, and that the alteration in the application of it, probably arose from some confusion in the parish books, between this house and the tenement at Holcombe Burnell, hereinafter mentioned, the rent of which has for several years been carried to the general account of the overseer of the poor of the parish, but ought, as we conceive, to be distributed for the benefit of the poor. If this conjecture is well founded, the rents of the Church house ought now to be carried to the churchwardens account. When the existing lease of this house determines by the failure of the only remaining life, it will probably be more advantageous to let it at rack rent, than to grant it again on a lease for lives.

Poor's Land at Holcombe Burnell.

In a list of benefactions inscribed on a tablet in the church of this parish, the following sums are stated to have been given towards purchasing land for the use of this parish, for ever :—

	£.	s.	d.
1628.—Roger Hamlyn	10	0	0
1638.—John Bliss	50	0	0
1653.—Roger Lambshead	10	0	0
1673.—Ann Lambshead	10	0	0
1673.—Fidelis Stoyle	5	0	0

A note added to the returns made to Parliament in 1786, states, that with these five legacies an estate was bought, which brought in 6l. 6s. per annum. The estate thus alluded to, must (as we conceive) be that which was conveyed by the following trust deeds.

By indentures of lease and release, bearing date 5th and 6th September, 1757, between William Hayne, surviving feoffee, named in an indenture for that purpose, then lost or mislaid, of the messuage or tenement and lands thereinafter mentioned, belonging to the parishioners of Alphington, of the one

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part, and Sir William Courtenay, baronet, and 23 others, of the other part; the said William Hayne, for perpetuating the trust vested in him, granted to the said parties of the second part, and their heirs, the third part (in three parts to be divided) of a messuage or tenement, with the appurtenances, called Matheridge, in the parish of Holcombe Burnell (which had been theretofore purchased by Henry Northleigh and 14 others, of William Weston, who conveyed the same by deed of feoffment, bearing date 14th June, 18 Charles I, in consideration of 100l) upon such trusts, and for such intents and purposes as the rents and profits of the said premises had been theretofore paid, or ought to have been paid, applied and disposed of.

The Rev. John Pitman is stated to be the only survivor of the trustees named in these deeds, and a new appointment of trustees ought to be made without delay.

The property of the charity conveyed by these deeds, as the third part of Matheridge, consists of a farm house and out buildings, a small garden and orchard, the South close, containing 5A. & 26P. the Oxen parks, containing about 13 acres, the Lower Meadow and Higher meadow, containing about 2½ acres, and the third part of a court. A lease of these premises was granted in 1801, by the then surviving trustees, under the deeds of 1774, to George Hawkins, for a term of 21 years, determinable by either party, at the end of the first 14 years, at a clear yearly rent of 12l. Notice was given on the part of the parish, to determine the lease under the proviso contained in it, at the end of the first 14 years, and the tenement was again taken by the same person, as yearly tenant, and is now in the occupation of his widow, at 15l. per annum, subject to deductions for repairs and taxes, which rent is stated to be the full value of the land. The buildings are in bad repair.

The accuracy of the dates stated in the tablet of the donations of Roger Lambshead, Ann Lambshead, and Fidelis Stoyle, and that of the original purchase of this tenement, mentioned in the above abstracted deed, may perhaps be doubted; but if they are correct those donations could not have formed part of the consideration paid for the tenement, since they must have been given subsequently to the purchase thereof. But at all events, it is probable, that the gifts of Roger Hamlyn and John Bliss, amounting to 60l. were thus disposed of, and that the residue of the purchase money arose from some donations to the poor of this parish.

Various entries are found in the books of the overseers of the poor, relating to this tenement; amongst which are the following: note of an agreement made with Christopher Furse, in 1745, for letting to him the poor land at Holcombe Burnell, at 4l. 12s. per annum, the tenant paying rates and taxes, and the parishioners doing the repairs; a statement, in 1747, of the receipt of 2l. 6s. for half a year's rent, of which the sum of 30s. was given away in cloth to the poor, and the residue was put into the chest; and a statement, in 1751, of the receipt of 2l. 6s. for half a year's rent of the estate called Matheridge, belonging to the poor of Alphington, the whole of which was given away in clothing. An entry in an old vestry book, dated 31st March, 1766, states, the receipt from James Pitman, esq. of, 4l. 10s. 9d. which with 2l. 9s. 3d. allowed for disbursements, made in the whole 7l. for one year's rent, due at Michaelmas, 1765, for the poor land lying in the parish of Holcombe Burnell, belonging to the poor of Alphington, which money was to be paid to the needy poor by the churchwardens and overseers, and to be put into the chest, and taken out as there was occasion to use it. In 1772, the rent of this tenement, being then 7l. per annum, appears to have been for the first time carried to the general account of the overseers of the poor, and from that time to the year 1822, it has been received by the overseers and applied in aid of the poor's rates. In the last year, the parishioners supposing that this tenement was applicable to the repairs of the church, directed that the rent should be carried to the account of the churchwardens, instead of that of the overseers. We find no document to support this new mode of disposing of the rents; and from the evidence which we have stated, we are induced to suppose that they ought to be carried to an account distinct from those of the churchwardens and overseers, and applied in such distributions to the poor as may be considered most beneficial to them. If the rent of 5l. received from the church house shall be, as we have already stated we conceive it ought to be, applied towards the repairs of the church, instead of being distributed in bread to the poor, the deficiency in that respect may be supplied by a part of the rent of this estate. The buildings upon this property requiring considerable repairs, it may be proper that such repairs should be completed before any increase is made in the distribution to the poor.

VINICOMB'S GIFTS.

In an inscription on a tablet in Alphington church, it is stated, that in 1675, *Francis Vinicomb* gave to the poor of this parish 10l. the yearly interest thereof to be divided amongst six poor people, 2s to each of them, for ever.

And that *Daniel Vinicomb* gave to the poor of this parish an annuity of 12s. for

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ever, issuing out of his land at Madford, in the parish of Exminster, in lieu of the legacy of his brother, the said Francis Vinicomb; and also another annuity of 18s. payable out of his said land at Madford, both the said annuities making up 30s. per annum, to be distributed by the minister, churchwardens and overseers of the parish at Christmas, to six poor people, 5s. to each, no one person to have it two years following, and the names of those who received it to be entered in the poor's book.

The present owner of the estate called Madford, is Mr. Edward Trood, who pays the annual sum of 30s. to the overseers of this parish, by whom, together with the churchwardens, it is distributed, shortly after Christmas, to six poor labourers of the parish, whether receiving relief or not, in sums of 5s. to each. Their names are entered in the overseers account book, and it is not given to the same persons in two successive years.

Gifts of Leach, Hayne, and Walkey.

Edward Leach, by his will, bearing date 24th April, 1688, gave to the poor of the parish of Alphington 100l. to be paid by his executors to the churchwardens of the said parish; and he directed, that the churchwardens and overseers of the poor, for the time being, should distribute amongst the poor of the said parish, yearly, for ever, the full value in bread, of such improvement or rent as could be purchased with the said sum, and that the distribution should be upon every Sunday from Michaelmas to Lady-day, yearly.

It is stated in a list of benefactions on a tablet, in the church, that *Richard Hayne*, in 1696, gave to the poor of this parish 30l. to be improved, and the improvement to be bestowed by the churchwardens and overseers of the poor, for the time being, in woollen cloth, towards clothing the poor at Christmas, for ever.

Samuel Walkey, who died in 1721, by his will, gave to the poor of this parish, 10l. to be laid out in the purchase of an estate of inheritance, or placed at interest; and he directed, that the yearly profits thereof should be distributed yearly, by the churchwardens and overseers of the said parish, amongst such poor persons of the said parish having no weekly relief, as they in their discretion should think fit. It is stated in a note, added to an extract of this will, found in an old parish account book, and dated in 1722, that, notwithstanding the above bequest, the testator, in his last sickness, desired that the above mentioned sum should be placed out at interest, and that the produce should be distributed amongst four poor labouring men, not having pay of the parish.

It appears that, in 1784, the 100l. given by Edward Leach, 20l. of Richard Hayne's gift, (the remaining 10l. thereof having been lost), and the 10l. given by Samuel Walkey, were laid out in the purchase of 230l. three per cent consols, which are now standing in the names of the Rev. William Ellicombe, and three others, the dividends of which, amounting to 6l. 18s. per annum, are received by Mr. H. M. Ellicombe, solicitor of Exeter, and after a deduction of 2s. for commission, are paid by him to the parish officers, and are thus disposed of by them.

In respect of Leach's gift, an annual distribution of bread to the value of 5l. is made amongst all the poor of the parish, between Christmas and Lady day. The rent of the church house being 5l. per annum, has hitherto been distributed at the same time.

The annual sum of 10s. as the interest of Walkey's gift, is given to four poor labourers, in sums of 2s. 6d. each, and once in two years four jackets are given to as many poor men, and four petticoats to as many poor women, in respect of Hayne's gift. The cost of these articles has usually exceeded the residue of the two years dividends, and the deficiency has been supplied from the poor's rate. We have suggested to the parish officers the propriety of keeping an account of all their charities for the poor, distinct from the parish accounts, and any future deficiency in this distribution of clothing may be supplied from the rents of the before mentioned poor's land at Holcombe Burnell.

Pitman's Gift.

James Pitman, by will, in 1732, gave 5l. to the poor of this parish, in respect of which the annual sum of 5s. is paid by James Pitman, esquire, the grandson of the testator, to the parish officers, and is given by them, at Christmas, to five poor men of the parish, each receiving 1s.

Poor's Houses.

By indenture of feoffment, bearing date 18th June, 1675, between John Tregoe, of the one part; and Henry Northleigh, and fifteen others, of the other part; the said John Tregoe, in consideration of 45l. granted and enfeoffed to the said parties of the second part, and their heirs, his portion, as the same was then divided, of a messuage and tenement, in Alphington, bounded by the way called Lutterborne-street on the north; viz. eight rooms, with the appurtenances, containing 24 feet next Lutterborne street, 39 feet in length from the said street back towards the garden, and 17 feet, or thereabouts, in breadth, next the said garden; and also a garden, lying backwards from the said rooms, and next adjoining thereto,

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containing in length 57 feet, and in breadth 20 feet, or thereabouts; and which said rooms and garden were theretofore divided and set out for one full third part of the said tenement, and so held by the said John Tregoe, to the use and intent that the said parties of the second part, and their heirs, should distribute the rents and profits of the said premises as they in their discretion should think fit and convenient, for the relief of the poor of the said parish of Alphington. We have found no document to show from whence this purchase money was derived; but it will be observed, that the date of this deed nearly coincides with those of the three last donations, amounting to 25l. already alluded to, as mentioned in the church tablet to have been given to purchase land for the use of the poor.

The above mentioned premises were conveyed to new trustees in 1719, upon the same trusts, with a provision for appointing other trustees, when such as were then appointed should be reduced to three in number; but there does not appear to have been any subsequent renewal of the trust.

The property now consists of three or four small cottages, with a small garden, which are repaired by the parish, and are occupied, rent free, by poor persons, placed there by the parish officers.

PARISH OF BRAMPFORD SPEKE.

Parish Lands.

The earliest deed produced to us relating to these lands is a lease, bearing date 29th September, 1650, whereby Francis Passmore, and four others, surviving feoffees for the parish lands of Brampford Speke, in consideration of 40s. granted to John Ellery a parcel of ground, and old walls, (upon which a dwelling house was lately standing until the same was burnt by the soldiers of the garrison of the city of Exeter,) situate in the parish of St. Thomas the Apostle, bounded by a street called Cowick-street on the north part, for a term of 99 years, determinable on three lives, at the yearly rent of 10s. per annum.

By indentures of lease and release, bearing date 23d and 24th June, 1775, John Burnell, described as the surviving trustee named in a feoffment, bearing date 8th July, 1715, conveyed to the use of George Baker, and others, a dwelling house, consisting of three ground rooms, and three chambers, and a garden on the south side thereof, situate in the parish of St. Thomas, bounded by Cowick-street on the north, and theretofore in the possession of John Ellery, upon trust, for the benefit and advantage of the parish and parishioners and inhabitants of Brampford Speke, in such and the same manner, and for such ends and purposes, as the same dwelling house and premises were originally given, and the rents and profits thereof directed to be applied, with a power for the appointment of new trustees when such as were then appointed should be reduced to three. These premises were again conveyed, in 1800, to new trustees, of whom four are now living.

This property consists at present of five tenements, in Cowick-street, in the parish of St. Thomas, with a garden, which is divided amongst the inhabitants of the several dwellings, the whole being let to Thos. Pollard, by lease, bearing date 24th June, 1800, for a term of 99 years, determinable on three lives, granted in consideration of a fine of 110l. at the yearly rent of 10s. with a proviso, that if any one of the three lives, named in the lease, should drop within the first 20 years of the term, the trustees, on the application of the tenant, should renew such life, on payment of a fine of 15l. In pursuance of this covenant, one of the lives having dropped, a reversionary lease for one life has been granted by the trustees to the said Thomas Pollard, in consideration of the sum of 15l. The premises are in a fair state of repair.

The fine received in 1800, was, after paying the expenses of the new trust deed and the lease, laid out in the purchase of 100l. navy five per cents, and that of 15l. was, together with 2l. a balance in the hands of the late receiver, Mr. Veysey, 7l. 19s. 3d. a balance received from a former receiver, and one year's dividend of the five per cent stock, laid out, in 1820, in the purchase of 30l. in the same stock. In consequence of the reduction of this fund to four per cents, the sum now belonging to the charity is 136l. 10s. which stands in the names of trustees, and produces a dividend of about 5l. 9s. 2d.

A terrier, belonging to this parish, exhibited in May, 1745, mentions, that the above mentioned premises were given for the repairs of the parish church; but we have found no trace of the rents and profits having ever been disposed of for this purpose, and indeed no accurate account of the expenditure has hitherto been kept.

Since 1808, the rents and dividends have been applied chiefly to the schooling of about 10 poor children. Previously to that time, on the occasion of a hard winter, a sum of about 10l. was laid out in the purchase of coals, which were distributed to the poor of the parish. A sum of 7l. has also been paid out of this fund for an iron chest, in which the parish registers are deposited. At the time of our inquiry (February, 1823) one year's rent of the house was in arrear, and the dividend of the stock for a year and a half had not been applied. We are assured, that a regular

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account shall be kept in future of the receipt and expenditure of this fund.

PARISH OF CHERITON BISHOP.

Church Lands.

The earliest documents we have found relating to these lands, are deeds of lease and release, bearing date 3d and 4th September, 1780, whereby Thomas Pitts, as surviving trustee, granted to Mark Cann, William Upton, John Lambert Gorwyn, Richard Lambert Gorwyn, William Gorwyn, and George Gorwyn, and their heirs, the messuages, lands, tenements, &c. called Pindy Hayes, situate in the parish of Cheriton Bishop, and a messuage or tenement called the Church House, situate within the said parish; and it was agreed between all the parties to the said deeds, that the rents and profits of the said premises should be bestowed for the repairing, maintaining, and beautifying of the parish church of Cheriton Bishop aforesaid, and for the doing such other good and charitable works, for the finding and providing of necessaries and conveniences in and about the said church, for the honour, service, and praise of Almighty God, as to the said parties of the second part should seem meet, with a proviso, that when the number of feoffees should be reduced to three or two, the survivors should convey the premises to six others of the honest and sufficient persons of the said parish, or more, and so from time to time, forever, for the uses aforesaid.

At the time of our investigation, in December, 1822, all the trustees appointed by the above mentioned deeds being dead, except John Lambert Gorwyn, and George Gorwyn; new trust deeds were in preparation, and have since been executed.

The trust property consists of—

1.—A house, stable, orchard and three fields, called Pindy Hayes, containing in the whole, about three acres, let to George Buffet, as yearly tenant, at the annual rent of 8l.

2.—A house and garden adjoining the above, let to William Chudleigh, as yearly tenant, at 1l. 12s. per annum.

3.—The church house, which has been for many years used as a poor house, at a reserved rent of 3l. per annum, which, however, being payable from the overseers to the churchwardens, has been very irregularly paid.

The whole of the buildings are in good condition, and the repairs are paid for out of the trust funds. The two tenements first above mentioned are considered worth somewhat more than the rents now paid for them.

There are a few good elm trees on Pindy Hayes; one was cut down about two years ago, and such parts of it as were fit for the purpose were applied towards building a school room in the parish.

The sum of 23l. 10s. was due from Buffet, at Lady day, 1822, for arrears of rent.

The accounts of the charity appear to have been kept by Mr. Mark Cann, one of the trustees, from 1781 to 1812; from which time until 1819, they were kept by Mr. John Cann, who was not a trustee, but was desired by Mr. Mark Cann to manage the property, until the appointment of new trustees. The expenditure during this period seems to have consisted of sums laid out in the repairs of the trust premises and of the church; of monies paid for musical instruments and instruction of the singers; and of other sums paid over from time to time towards the churchwardens account.

The accounts appear to have been stated in 1797 and 1805, and to have been audited in 1817, by the curate and eight persons of the parish, when a balance of 30l. 4s. 9d was found due to Mr. John Cann. That balance remained unpaid at the time of that gentleman's death, in 1819; in consequence of which, his widow was permitted to receive the rents of the premises, to be applied in discharge of the debt. She produced to us a statement of the sums paid to her; from whence it appeared, that she had received, beyond the balance due to her husband at the time of his death, 7l. 12s. 9d. which sum she declared herself ready to pay over to the new trustees, when appointed.

Poor's Stock.

A sum of 45l. commonly called stock money, the donors of which are unknown, belongs to the poor of this parish; of which, 22l. 10s. is lent to the Rev. Roope Ilbert; 11l. 5s. to Mr. George Wreford; and 11l. 5s. to Mr. John Gorwyn. In respect of the interest of these deposits, Mr. Ilbert pays 1l. per annum, and Mr. Wreford and Mr. Gorwyn 10s. each. The interest has been usually paid at intervals of three or four years, and the amount distributed in bread, by the churchwardens and overseers, among poor persons having no relief from the parish.

An account of this small fund was laid before us; from whence it appeared, that the last distribution took place in March, 1821, when the sum of 8l. being the accumulation of four year's interest, was expended in bread, which was dispensed among 55 families, in the proportion of about 1s. worth to each person. We have thought it our duty to suggest, in this as in other instances, that this money should be deposited in a savings bank, instead of being lent on private security, and that the interest should be distributed at regular intervals.

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STRONG'S GIFT.

William Strong, by his will, bearing date 16th April, 1728, gave to the churchwardens and overseers of the poor of the parish of Cheriton Bishop, and their successors, for ever, 20s. yearly; and he charged his estate of Blackpits, in the parish of Tedburne St. Mary, with the payment of the same, and directed that the same should be distributed on Easter day, to 20 labouring families or widows of the said parish, who were in want, and had no monthly relief, at the discretion of the said churchwardens and overseers, with the approbation of such person as should occupy and possess the said estate; and he gave a power to the said churchwardens and overseers to distrain upon the said premises for raising the said sum.

This will contains a similar donation of 20s. a year for the benefit of the poor of the parish of Tedburne St. Mary, as mentioned in a subsequent part of the present Report; and these two annuities appear to have been paid by Mr. William Strong, a nephew of the donor, and a devisee under his will, till a short time previous to his death, which took place in 1776; but since that period they have not been paid. Upon the death of the last mentioned William Strong, he was succeeded in the estate called Blackpits, together with other lands, by his son William, who it still living, and who informs us, that these annuities were never demanded of him, and that though he had heard that they had been formerly paid, he did not know by whom they were given, or on what lands they were charged. In 1814, he sold this estate to Colonel Fulford, who was not aware of these charges upon it until the time of our investigation, in December, 1822. There being no doubt as to the identity of the lands charged with these annuities, an arrangement has since been made, by which Mr. Strong is to pay 10l. to each parish, in lieu of the arrears due previously to the sale of the estate, and Colonel Fulford is to discharge the arrears of the annuities from the time of his purchase, and to pay them regularly in future.

When these arrears are received, it will be the duty of the respective churchwardens and overseers of each parish to apply them and the future payments to the relief of such persons as are specified in the donor's will, and in the manner there directed.

PARISH OF DUNSFORD.

POOR'S LANDS, INCLUDING THE GIFTS OF AGNES HARRISON, FLORENCE BARROWS, AND CHRISTOPHER BARROWS.

By indentures of lease and release, bearing date 1st and 2d September, 1707, between Christopher Barrows, clerk, Florence Barrowe, his wife, and John Flood, of the first part; William Ponsford and Benjamin Bowden, of the second part; and John Dingle and six others, of the third part; reciting that Agnes Harrison, widow, deceased, sister of the said Christopher Barrowe, by will, bearing date 2d January, 1707, had directed, that there should be delivered to the said John Flood, by her executrix, 100l. to be bestowed on lands by him, and the said Christopher Barrows, as soon as an opportunity should present itself, in trust, that the rents and profits of such estate, when purchased, should be for ever for the use and benefit of the poor of the said parish of Dunsford, but more especially for such poor people as should usually frequent the church, and be of religious life, saving out of the same so much money as should pay for the schooling of three or four poor children, to learn to read the Bible, and 1s. yearly to such of her poor relations as should sue for the same, and 5s. yearly to her trustees for their care and trouble; and reciting also, that she made the said Florence Barrows residuary legatee and executrix of her will, and that the said Florence Barrows had paid the said sum of 100l. pursuant to the said will, to the said John Flood; and reciting, that the said Florence Barrows had also from her own pious and charitable disposition, deposited in the hands of the said John Flood, the further sum of 108l. being part of the monies reserved by her to her separate use before her marriage, to be by him disposed of to the charitable uses thereinafter mentioned; and that the said Christopher Barrows, from his own charitable disposition, had advanced the further sum of 20l. to be disposed of to the charitable uses thereinafter mentioned; and that the said Christopher Barrows and John Flood, in pursuance of the trust in them reposed, had for the said sum of 220l. purchased of Thomas Marden, the fee simple of two third parts of a messuage and tenement called Cranbrook, and of three acres of wood, taken out of a wood called Charleswood, situate in the parish of Moreton Hampstead; and had also purchased, in the names of the parties of the second part, the residue of a term of 99 years, determinable on three lives, in the remaining one-third part of the said messuage, tenement and premises; the said Christopher Barrows and John Flood, in performance of the trusts in them reposed, granted to the parties of the third part, and their heirs, the said two-third parts of the said messuage and tenement, and of the said three acres of wood; and the said parties of the second part, in performance of the trust in them reposed, assigned to the parties of the third part, and their executors, the said term in the re-

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maining one third-part of the said premises, upon trust; that the said parties of the third part, should, after the deceases of the said Christopher Barrows, Florence Barrows, and John Floud, dispose of the net produce of the premises in manner following, that is to say, 40s. yearly to the overseers of the poor of Doddiscombsleigh, to be paid them on Christmas day, or within 10 days after, to be by them, with the consent of the minister of Doddiscombsleigh for the time being, on the day of the receipt thereof, or within two days after, distributed amongst such poor inhabitants of the said parish of Doddiscombsleigh as had not received any pay or relief from the said parish, and the remaining net profits of the premises, except what should be paid for the schooling of three or four poor children of the said parish of Dunsford, who were not relieved by, and whose parents received no relief from the parish of Dunsford, to be disposed of yearly, on Christmas day, in the parish church of Dunsford, amongst such of the poor inhabitants of the said parish as should not have received any pay or relief from the said parish, in such manner and proportion as the major part of the said trustees should think fit; and it was agreed between the parties thereto, that when four of the trustees should die, the survivors should convey the said premises, subject to the trusts aforesaid, to at least four more trustees of the best inhabitants of the said parish of Dunsford, of whom the minister of the said parish should be always one.

By indenture, bearing date 3d April, 1802, and enrolled in the court of chancery, between Philip Frost, of the one part, and the Rev. George Gregory, and four others, of the other part; reciting, that the parties of the second part, had agreed with the said Philip Frost for the purchase of the premises thereinafter mentioned, for the benefit of the poor people of the parish of Dunsford; the said Philip Frost, in consideration of 157l. 10s. bargained, sold, and demised, to the said parties of the second part, their executors, &c. one-third part of the said messuage and tenement called Cranbrook, and of the said three acres of wood, part of Charles-wood; and the said George Gregory, and the other parties of the second part, thereby declared and agreed, that they would stand possessed of the said third part, upon trust, to receive the rents and profits thereof, and after deducting all rates, taxes, repairs and outgoings, to pay and apply the clear residue, yearly, on Christmas-day, in the parish church of Dunsford, to and amongst the poor inhabitants of the same parish, who should not receive any relief from that parish, in such manner and proportions, as the major part of the trustees, then and there present, should think fit, with a proviso for appointing new trustees when the number should be reduced to three, (the minister of Dunsford to be always one), and a power of leasing the said one-third part for any term not exceeding 21 years.

The last trust deed of the whole of the above mentioned premises, is dated in 1819, under which all of the trustees (being eight in number) are still living.

The premises conveyed by the above mentioned deeds, consist of a small house with outbuildings, about 40 acres of arable and pasture land, about 40 acres of moor, three acres of coppice wood, to which another acre, formerly common, has lately been added, and an undivided moiety of about 40 acres of common. The whole is now in the occupation of William Potter, under a lease granted, after an auction, for 14 years from Lady day 1816, at a fair yearly rent of 22l. This farm is stated to consist of very poor land. Before the present lease was granted the buildings were in bad condition, and the trustees covenanted with the tenant, that they would put the substantial parts into good repair, upon condition of his keeping them so; we are told, that they have fulfilled their undertaking. Care has been taken to encourage the growth of timber in the coppice, but there are no trees fit to be felled.

The Rev. George Gregory, vicar of the parish, has had the chief management of the trust since 1802. At the commencement of that year the portion of Cranbrook, belonging to the charity, was let to Philip Frost, the owner of the residue of that estate, at the rent of 6l. per annum. Mr. Gregory agreed with Mr. Frost for the purchase of his share, at the price of 157l. 10s. and the purchase money and expenses were defrayed partly by a subscription, to the amount of 121l. 9s. raised in the parish by Colonel Fulford and Mr. Gregory, and partly by a loan of 45l. which was repaid between the time of the purchase and 1808. The estate was immediately after the purchase let by auction, to the father of the present tenant, at the annual rent of 23l. 10s.

The expenditure consists of the payment of 40s. yearly to the parish officers of Doddiscombsleigh, the distribution of which sum has been already stated in a former part of this Report, of 1l. 12s. to several schoolmasters or schoolmistresses, for instructing four poor children of the parish of Dunsford, who are appointed by the trustees of the payment of such sums as may have been expended in repairs, and of a distribution by the trustees (in which the annuity of 1l. given by Nicholas Sperke, as hereinafter mentioned, is included) on the second Sunday after Easter, of 2s. per head, to all the poor of the parish, who are not in the

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receipt of regular parochial relief. If there should be a surplus after such distribution, it remains in the hands of Mr. Gregory, to be applied to the expenses of the ensuing year. The balance at Easter, 1822, was 3l. 8s., since which time Mr. Gregory has paid to a mason for repairs, rendered necessary in consequence of a storm, 7l. 14s. 6d., and at the time of our inquiry, (December, 1822,) there remained due on the same account a sum of about 28s.

SPERKE'S GIFT.

Nicholas Sperke, by his will, bearing date 14th August, 1606, and proved in the prerogative Court of Canterbury, gave to the poor people of the parish of Dunsford, an annuity of 20s. issuing out of all his lands, called Winscombe, in the said parish, with a power of distress to the collectors and overseers of the poor of the said parish, in case the annuity should be unpaid.

This annual sum is now paid out of the barton of Sowton, in the parish of Dunsford, of which it is understood that the lands charged form a part, and which now belongs to Sir L. V. Palk, baronet. The mode of its distribution has already been noticed in the preceding statement.

PRESTON'S GIFT.

Robert Preston, by will, bearing date 19th July, 1763, directed, that 25l. should be retained in the hands of his executors, and placed at interest, and the interest employed for the keeping of three poor children of the parish of Dunsford, at school, in or near the said parish, until his grandson, John May, should become entitled to the possession of his lands, called Farrants, by virtue of his will, which event, by the said will, was to take place upon his attaining the age of 24 years, and as soon as he should be entitled thereto, the said 25l. should be paid into the hands of his said grandson, and that he and his representatives should from thenceforth, for the term of 70 years, continue the same at interest, and employ the same, yearly, for the schooling of such three poor children of the said parish as such grandson, or his representatives, should nominate, so as no such child should be kept at school more than two years.

John May, the testator's grandson, became entitled to the estate called Farrants, about January, 1775, from which time, therefore, the 70 years, during which the testator directed the charity to continue, commenced.

It appears, that John May kept three poor children of this parish at school, until his death; that event took place about 24 years ago, from which time his widow and executrix was accustomed to pay 24s. per annum for the instruction of such children until she died. Mr. Otho May, her son and executor, has since made a similar payment, and has appointed the children, who receive instruction for the period of two years, as specified by the will.

PARISH OF HEAVITREE.

PARISH LANDS.

THE CHURCH HOUSE.—By indenture, bearing date 11th September, 1516, *John Kelly*, esquire, lord of the manor of Heavitree, granted to Thomas Valence, clerk, vicar of that parish, and others, and their heirs, a parcel of land, containing in length 66 feet, in breadth 26 feet, bounded by the King's highway leading from Exon towards Wonford, on the south, to the intent that they should build thereon a house, to be called the Church House, on condition that the soul of the said John Kelly, his father and his ancestors, should be commemorated amongst the benefactors to the said church.

In the reign of King Edward VI, this church house appears to have fallen into the hands of the crown, and having been purchased from the grantees of the crown, it was, by indenture, bearing date 20th January, 1573, conveyed, by John Lee and another, to John Izacke and others, and their heirs, under the name of the parish house, upon trust, to permit the same to be converted and employed for the benefit, profit and commodity of the parishioners of the said parish.

ST. LOYES.—By indenture, bearing date 19th January, 1588, John Lye and William Glanfeylde, in consideration of 38l. paid out of the general stock and store, and of the proper money of all the parishioners of Heavitree, granted and enfeoffed to Andrew Geere, and 11 others, parishioners of Heavitree, and their heirs, the fourth part of all the messuages, lands, &c. called St. Loyes, in the said parish of Heavitree, to the use of the said Andrew Geere and others, and their heirs, to be employed, distributed and bestowed to the use and behoof of the poor people of the said parish, and towards the reparation of the parish church, by the discretion of the said Andrew Geere and others, their heirs and assigns.

By indenture, bearing date 15th September, 1615, the surviving feoffees under the above mentioned deed, conveyed the premises comprised therein to Thomas Izacke, and others, upon trust, to permit the sidemen of the said parish of Heavitree to receive the rents and profits thereof, to be truly and faithfully distributed by the said sidemen, for the time being, to the use and behoof of the poor people of the said parish, and towards the reparation of the said parish church, with a proviso for appointing new feoffees, when the number should be reduced to four.

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By indenture, bearing date 10th July, 1636, between Philip Ducke, of the one part, and George Glanvill, and others, of the other part; reciting an indenture of 1st March, 1635, whereby John Clement, in consideration of 52l. had conveyed to Roger Izacke, and the said Philip Ducke, and their heirs, another fourth part of the said premises, called St. Loyes, which sum was paid by the parishioners of Heavitree, out of the stock property belonging to the parishioners inhabiting within the said parish; the said Philip Ducke having survived the said Roger Izacke, granted and enfeoffed the said premises to the parties of the second part, and their heirs, upon trust, to permit the sidemen of the said parish to receive the rents and profits thereof, and to dispose of the same to such uses and purposes, as the major part of the said sidemen should from time to time direct, for the common benefit and behoof of the parishioners inhabiting in the said parish, with a proviso for appointing new trustees when they should be reduced to three.

By indentures of lease and release, bearing date 7th and 8th February, 1664, Philip Ducke, in consideration of 125l. 7s. 3d. granted to John Izacke, and others, and their heirs, the moiety of three messuages, and nine acres of land, called St. Loyes, upon trust, to permit the warden of St. Loyes, for the time being, to receive the rents and profits thereof, and to lay out and dispose of the same to such uses and purposes, and at such time and times, and in such manner, for the common affairs, benefit and good of the parishioners of the said parish, inhabiting within the said parish, as by the feoffees of the said lands, or the survivor of them, or the major part of them, together with the said warden of St. Loyes, should be appointed and directed, with a proviso for appointing new trustees when they should be reduced to four or three.

ONE-FOURTH PART OF MOORE.—By indenture, bearing date 17th August, 1614, Richard Leighe, in consideration of 126l. granted and enfeoffed to Thomas Izacke and John Payne, and their heirs, the fourth part of a messuage and tenement, called Moore, and of 46 acres of land, parcel of the said tenement, in the parish of Sowton, to the use of them and their heirs.

By indenture, bearing date 15th September, 1615, between the said Thomas Izacke and John Payne, of the one part, and Thos. Leighe and others, of the other part; reciting, that divers charitable and well-disposed people, inhabitants of the said parish of Heavitree, had theretofore given and bestowed towards the relief and maintenance of the aged impotent and poor people of the said parish, divers sums of money; viz.—William Cove, 6l. 13s. 4d.; John Leighe, 5l.; Andrew Geere, 5l.; John Pyne, 6l. 13s. 4d.; and Walter Skinner, 10l.; and reciting, that it had been agreed by the parishioners of the said parish, that the said several sums, and some other monies, being parcel of the stock of the said parishioners, should be employed in the purchase of the premises mentioned in the preceding deed, in the names of the said Thomas Izacke and John Payne, for the said sum of 126l. the said Thomas Izacke and John Payne, by the direction of the residue of the parishioners of the said parish, granted and enfeoffed to the said parties of the second part, and their heirs, the same premises, upon trust, to permit the sidemen of the said parish to receive the rents and profits thereof, to be employed as follows; viz.—Two parts of the said rents and profits, for the use, benefit and behoof of the said parishioners, for the common business of the said parish, at the discretion of the said sidemen, for the time being, and the residue thereof, except 8s. yearly, for the maintenance and relief of the aged, impotent and poor people of the said parish; and the said 8s. for the maintenance and relief of such poor people as should inhabit in certain almshouses, then lately built by Richard Ducke, according to the direction of the said Walter Skinner, with a proviso for appointing new trustees when the number should be reduced to four.

THE LANGLANDS AND THE TAN YARD.—The oldest document relating to these premises, is a lease for a year, bearing date 6th July, 1686, (preparatory to a release, which is not now to be found,) from Philip Ducke and William Izacke, to Nathaniel Pyne and others, of a third part of two closes, called the Langlands, containing by estimation 11 acres, and of a house, orchard and garden, near Wonford bridge, all in the said parish of Heavitree.

By indenture of lease and release, bearing date 1st and 2d May, 1689, between Nathaniel Pyne, and 16 others, surviving feoffees, some in one case and some in other, of all the lands belonging to the parish of Heavitree, and to the church and poor of the same parish, of the one part; and Jonathan Carter and another, of the other part; reciting, that the parties of the first part, with the rest of the principal parishioners of the said parish, considering that the trusts of the parish, church, and poor's lands were lodged in diver's persons, by several deeds and for several purposes, which occasioned great trouble to the feoffees, and oftentimes much neglect in the management of the said trust, to the end that all the said trusts might be settled in one certain number of feoffees, for the better management of the said trusts, granted to the parties of the second part, and their heirs, the said house, called the

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Parish House; the messuages and lands, called St. Loyes; the fourth part of the tenement, called Moore; the third part of the Langlands; and of the house, orchard and garden near Wonford-bridge, upon the trusts following; viz.—As for the Parish house, and three-fourth parts of St. Loyes, and two-thirds of the fourth part of Moore, to be and remain for the common affairs, benefit and good of the parishioners inhabiting within the said parish, to be employed according to the discretion of the feoffees, or the major part of them, to be named in another deed then intended to be immediately executed; and as for the other fourth part of St. Loyes, to the use and behoof of the church and poor people of the said parish; and as for the other third of the fourth part of Moore, and the third part of Langlands, and of the said house, orchard and garden, for the use, maintenance and relief of the poor people of the said parish, except 8s. yearly, to remain for the relief of the inhabitants of Ducke's almshouse, and upon trust, that the said parties of the second part, and their heirs, and the warden of St. Loyes, for the time being, should receive the rents and profits of the said premises, and dispose of the same to the uses and purposes aforesaid, at such time and in such manner as by the major part of the said feoffees so to be named, together with the said warden, should be appointed and directed; and the said parties of the second part covenanted immediately to convey the said premises to the parties of the first part, or to as many of them, and such others, as they with the consent of the discreetest and ablest inhabitants of the said parish should appoint: And it was provided, that when such feoffees should be reduced to the number of four or three, the survivors should convey the trust premises to 13 other sufficient and able parishioners and inhabitants of the said parish, upon the trusts aforesaid.

For some time previous to the year 1770, the affairs of this trust appear to have been much neglected. In that year, Richard Payne, as the only surviving trustee, under a deed of 1724, conveyed the trust property to Sir Richard Warwick Bampfylde, and 12 others, and their heirs, upon the trusts mentioned in the deed of 1689; and in 1771 an information was filed in the court of chancery, against Thomas Harding, who is therein stated to have been in possession of the estate, called St. Loyes, from 1749, at a low rent, and against Jane Phillip, the executrix of George Glanville, who had been a surviving trustee, jointly with the said Richard Payne. In 1774, this suit was compromised by a reference to arbitration, as to the matters in difference between the trustees and Thomas Harding, and by the feoffees consenting to accept of Mrs. Phillip, 20 guineas in lieu of their demand against the deceased George Glanville's estate.

In 1800, the trust was again renewed, and lastly by indentures of lease and release, bearing date 4th and 5th November, 1811, the premises contained in the above abstracted indentures of 1st and 2d May, 1689, were conveyed from John Baring, Sir Charles Warwick Bampfylde, baronet, John Baring the younger, William Francis Spicer, George Moore, and Thomas Salter, being the surviving trustees thereof, to the use of the said six persons, except the said Sir Charles Warwick Bampfylde, together with George Warwick Bampfylde, William Brock, Thomas Hutchinson, William Hutchinson, clerk, Pitman Jones, Thomas Rew George, Ambrose Rhodes, and William Wolland, stated to be eight sufficient persons having estates, or inhabiting within the said parish, chosen by the said surviving trustees, with the consent of the ablest and discreetest parishioners of the said parish, upon the trusts declared in the release of 2d May, 1689. Of these trustees, nine are now living.

The church house or parish house, consists of a long building in the street of Heavitree, in tolerable repair, inhabited by paupers of the parish, placed there by the parish officers. In 1814 it was repaired by the trustees, at an expense of 76l. 16s. 9d. Since that time, the repairs of it have been paid for from the parochial funds.

Mr. Pitman Jones, the present holder of the lease of 500 years of No. 1, in the following rental, which became vested in him on the death of his mother, in 1819, is one of the trustees of these lands, appointed in 1811. His father, Mr. John Jones, to whom that lease was granted in 1794, to commence in 1806, was not a trustee. It is stated in that lease, that at the time when it was granted, the field was, with the rest of Saint Loyes tenement, under lease to Thomas Salter, which was to expire at Lady-day, 1806, when the term of 500 years was to commence. This field adjoins to a piece of land which belonged to Mr. John Jones, previously to the lease being granted to him, and on which he had built a house. The lease for 500 years was, as we conceive, improperly granted by the trustees for so long a term. The land is stated to be of the same quality as the residue of the Saint Loyes estate. There seems to be no reason to doubt, that the rent of 3l. reserved by that lease, was, at the time of granting it, the fair value of the land, and we are informed, that if now occupied jointly with the rest of the estate, as it had been previously to the lease being granted, the present rent would be fair, but that as adjoining to Mr. Jones's garden, it is, from the convenience of occupation, of greater value to him. Mr. Jones

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expresses his readiness to surrender this lease, as having been granted without sufficient authority on the part of the trustees, and proposes to endeavour to effect an exchange under the provisions of the late act 1 & 2 George IV, c. 92, of this field, for other land, in a situation advantageous to the charity, to be provided by him for that purpose.

The following rental will shew the present state of the residue of the trust property comprised in the foregoing deeds:—

No.	Parish.	LESSEES.	TENEMENTS.	TERMS,	Date of Leases.	RENT.
						£. s. d.
1.	Heavitree	John Jones, now Pitman Jones	A field, called the Acre Field, part of St. Loyes containing 1A. & 8P.	500 years, to commence from Lady day, 1806.	24 March 1794.	3 0 0
2.	Ditto	Thomas Salter	House, garden, orchard, stable and four fields, being the residue of St. Loyes, containing 8A. 2R. 36P.	21 years from Lady day, 1807, determinable by either party at the end of the first 14 years, on giving two years notice.	20 May 1807.	29 0 0
3.	Ditto	Henry Manning, esq.	One third part of two fields, called Langlands, containing in the whole 10A. 1R. 10P.	Yearly tenant		9 0 0
4.	Ditto	Dorothy Davy	A third part of a dwelling-house, tan yard, orchard & garden, near Wonford bridge, containing in the whole 1A. 1R. 7P.	Yearly tenant		5 0 0
5.	Sowton	Richard Hayward.	An undivided 4th part of a house, out-buildings and farm, called Moore, containing, in the whole, 37A. 3R. 22P.	21 years from Michaelmas 1811.	30 June 1811.	17 10 0
						63 10 0

All the above mentioned rents are clear of any deductions.

Mr. Thomas Salter, the lessee of No. 2, for 21 years from Lady-day, 1807, is one of the trustees of this property, having been appointed by the deed of 1800. His father, Thomas Salter, who was one of the trustees appointed in 1770, appears to have had a lease of the whole of St. Loyes, comprising Nos. 1 and 2, for 21 years, granted to him in 1772, at the rent of 32l. determinable by either party at the end of 14 years, on two years notice. An entry in the account book of the trustees, in 1786, states the payment of 64l. for two years rent, and that from Lady-day in that year, he was to pay no more than 25l. The cause of this reduction does not appear.

These leases contained covenants to repair the buildings. The house is very old, and its walls are, from their age, in bad condition, but it is stated to be in tenantable repair. It is inhabited by labourers. The existing lease of No. 2, (that of No. 1 having been granted to Mr. John Jones) was taken by the present Mr. Salter at the rent of 29l. per annum, upon the valuation of Mr. Alexander Law, a surveyor appointed by the trustees, without being offered to public competition. This rent is stated to be, at present, about the fair value of the tenement; but it is to be observed, that the property produced as good a rent to the charity in 1772 as at this time, though that rent was afterwards reduced, and for several years previous to the late depreciation of agricultural produce, the existing lease must have been very beneficial to the tenant. It has therefore been disadvantageous to the charity that the property was demised for so long a term as 21 years, and such lease certainly ought not to have been granted to a trustee.

In the present state of circumstances, it probably would not be a benefit to the trust if this lease should be set aside, but we conceive that it ought not to be renewed, and that when the property is again leased, it ought to be offered to public competition. It will be observed, that the leases both of No. 1 and No. 2, were granted before the last appointment of trustees.

In 1814, part of an old barn standing on one of the fields of St. Loyes, was fitted up as two cottages, which have been since inhabited by poor persons of the parish,

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placed there by the trustees, and have been repaired from the trust funds. Small gardens were also allotted to the poor inhabitants of these cottages from the adjacent land, but no diminution was made in Mr. Salter's rent on that account. The expense of these alterations amounted to 161l. 4s. 7d.

The rent of No. 3 was raised in 1810, from 5l. 5s. to 9l., which is stated to be the full value at the present time, of the third part belonging to the charity.

In 1790, the rent of the third part of the tan-yard and premises (No. 4), was 6l. 13s 4d. subject to deductions for repairs, and from 1795 to the present time, it has been let at a clear rent of 5l. per annum. The whole of these premises are now holden of Miss Davy, the tenant of the third part belonging to the trust, and the owner of the remaining two-thirds, by an under-tenant, for the residue of a term of 21 years, at a clear yearly rent of 48l.

We know not why the attention of the trustees was not turned, at an earlier period, to the increased value of this part of the property; but since the commencement of our inquiry, it has been agreed between the trustees, and Miss Davy, that she shall pay a clear rent of 16l. per annum to them for their third part, to commence from Lady-day, 1824, during the continuance of her tenant's term.

In the original purchase deed of the fourth part of Moore, No. 5, in 1614, the whole of that tenement is described as consisting of a messuage and 46 acres of land, and in the existing lease of 1811, the same quantity of land is stated, but it appears from a map of the charity lands, made in 1809, that the tenement contains only 39A. 2R. 13P. including fences. We are also informed, that previously to that map being made, doubts arose, in consequence of the trustees finding so considerable a difference between the actual extent of the land and the quantity mentioned in the deeds, whether there had not been a part lost, and that inquiries were made by the then acting trustees, without their being able to trace any such loss. We are also informed, that in 1809, when the map was made, Mr. Hayward, the present lessee of one third, and the owner of the other three-fourths of Moore, under the charity, was in the occupation of the lands adjoining thereto, and that he has since that time purchased them. Mr. Hayward has lately built two cottages on this estate. The rent of 17l. 10s. per annum, paid by the lessee of the fourth part of this estate belonging to the charity, is stated to be the fair value of that portion of it.

There is a considerable quantity of young timber on St. Loyes estate, but none fit for sale. About three years ago, a tree was cut and sold from thence for 6l. 12s. which was carried to account, and at the same time, the vacant spots were planted with young trees.

It will be seen by the original purchase deeds, above stated, that the greater part of the money paid for these lands, was taken from the general stock (as it is called) of the parish, but it does not very clearly appear from what sources that stock was originally derived. We find from some ancient regulations made for the government of this parish, and other old documents, that the principal officers in it were formerly four sidesmen, elected by the parishioners, to whom the churchwardens and the wardens of St. Noyes (as they were called) annually made their account, and that the sidesmen also themselves annually accounted to the parishioners.

The accounts of the sidesmen are extant from 1575 to 1685, with the exception of some of the years during the latter part of that period, but subsequently to 1685, we find no trace of these officers. In 1607, there appears to have been two churchwardens, four sidesmen and two wardens of St. Loyes, one of whom also filled the office of sidesman. From 1625, there appears to have been only one warden of St. Loyes. We have also found the accounts of the wardens of St. Loyes from 1588, when the first purchase was made of a fourth part of that tenement, to 1723. This office appears to have been annual, and its duties, as far as can be collected from the accounts, consisted in receiving the rents, paying for the repairs of the buildings on the trust property, making some payments for parochial purposes, and delivering over the annual balance of the rents to the sidesmen, who appear to have paid the considerations for most of the lands purchased by the trustees.

The ancient mode of managing the trust property seems to have been altered by the before-mentioned consolidating deed of 1689, by which all the lands were conveyed in trust, as to one-fourth of St. Loyes, for the use of the church and poor, as to one-third of the fourth part of Moore, and the third part of Langlands, and of the house, &c. now the tan-yard, near Wonford bridge, for the use and relief of the poor, and as to all the residue of the property, for the common affairs and benefit of the parishioners, at the discretion of the trustees and of the warden of St. Loyes, who was probably therefore at that time distinct from the trustees. Between 1723 and 1770, the only accounts that we have been able to find, are those of the wardens of St. Loyes, from 1741 to 1750. From 1771, the accounts were kept by the Reverend J. Simons, one of the trustees appointed in the preceding year, who states in a note to his accounts, that he had, at the request of his co-trustees, undertaken

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the office of treasurer and acting trustee "or as it had been theretofore called, the office of warden of St. Loyes," till 1801, then by Mr. J. Wolland, till his death in 1810, and lastly by Mr. Thomas Salter, from 1810 to the present time.

From the re-establishment of the charity in 1771, till 1814, a division was made by the treasurer of the income of the charity, between the *parish* and the *poor*, according to the declaration of the trusts of the deed of 1689, with this exception, that the fourth part of the rent of St. Loyes, which according to those trusts, was applicable to church and poor, was always carried to the account of the *poor*.

During the period comprised in Mr. Simons's accounts the *parish* expenditure consisted of occasional payments towards the repairs of the church, of others made to the overseers of the poor in aid of the poor's rates, of small annuities given to poor persons who would otherwise have been supported by the parish, and other sums applied for parochial purposes; and the *poor* expenditure consisted of annual distributions of clothing at Christmas, sums paid for instructing poor children, and a payment of 8s. per annum to the poor of Ducke's almshouse, hereinafter mentioned in respect of Skinner's gift, as specified in the purchase deed of the fourth part of Moore, in 1614. The balances of each year's account were carried forward to the following year, and at the close of Mr. Simons's accounts he paid to the succeeding treasurer a balance of 164l. 7s. 9d. on the *parish* account, and of 7s. 3d. on the *poor* account.

We find no payments made directly in aid of the church or poor's rate subsequently to the year 1801, but a larger sum has been paid to the annuitants since that time.

Upon a settlement of the accounts, which took place in April, 1813, at the first meeting of the trustees, appointed in 1811, it appeared that there was a balance in favour of the parish account, of 391l. 1s. 1d. and of 19l. 9s. in favour of the poor account, of which sums 310l. was at interest in the Exeter city bank, and Mr. Thomas Salter, the treasurer and warden of St. Loyes, was then directed to make up the said sum of 310l. to 400l. out of the part of the balance remaining in his hands.

Since 1814, the separation of the parish and poor accounts has been discontinued, and one account only has been kept. The large balance in hand in 1813, was shortly afterwards reduced by the following payments, in addition to the usual annual expenditure :—

		£.	s.	d.
1813 and 1814	A distribution of linen and shoes to the poor took place at Easter, which was afterwards discontinued, the funds being considered unequal to support it, to the amount in each year of 26l.....	52.	0	0
1814	Repairs of the church house	76	16	9.
Same year	Fitting up cottages at St Loyes	161	4	7
Same year	Sums given to distressed persons in the parish, varying from 5l. to 12l.	42	0	0
Same year	An additional donation of clothing, in consequence of the severity of the winter	40	0	0
Same year	Messrs. Jones's bill for arranging and abstracting the trust deeds, taking counsel's opinion, &c. on the regulations of the trust..	27	8	3
		£399	9	7.

The balance in the treasurer's hands in favour of the charity, at the audit of accounts in May, 1822, was 43l. 3s. 11d. two years rent being then due for the third part of Langlands, but which had been received at the time of our investigation in December, 1822.—The present annual expenditure is as follows :—

	£.	s.	d.
Paid to a schoolmistress appointed by the trustees, for instructing 16 poor children of the parish in reading, sewing and knitting.....	5	0	0.
The amount of this payment appears to have been the same in 1743.			
Clothing distributed at Christmas to the poor persons of the parish, whether receiving parochial relief or not, viz. cloth to the men for coats, and serge to the women for petticoats, the amount varying according to the price of the articles. At Christmas 1821 the amount was	24	15	9.
This distribution is made at an annual meeting, holden for the purpose, by the trustees and principal inhabitants of Heavitree, previously to which applications for the clothing are made to the treasurer, or to a person, appointed by him to collect a list of the applicants.			
Three annuities, one of 8l. 8s. and the two others of 8l. each, paid to three poor persons belonging to and residing in the parish, who have seen better days, and who but for this assistance must have had recourse to the parish for relief, two of them being the widows of farmers, and the third a blind man who formerly rented an estate in the parish	24	8	0.
For the last three or four years, there has also been paid to an old woman, the daughter of a farmer in reduced circumstances, being the amount of her house rent, the sum of	2	12	0
	£56	15	9.

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Occasional donations, to the amount of 1l. or more, are also given to poor parishioners in distress. The trustees hold frequent meetings for transacting the business of the charity, and the treasurer's accounts are produced to, and examined by, them.

It will be seen from what has been stated, that of late years, instead of making direct advances in aid of the parochial rates, (an application of the part of the funds belonging to the *parish*, in which we conceive the trustees appointed in 1770, were justified by the trust, "for the common affairs, good and benefit of the parishioners inhabiting within the parish"), the trustees have, under the discretion given to them by the consolidation deed of 1689, and the subsequent trust deeds, thought it more beneficial to apply a considerable part of the income in annuities to persons who would without such assistance have been supported from the parish rates. The latter mode of disposing of the funds may be considered an indirect benefit to the persons paying to the parish rates, and may be upon the whole more advantageous to the parish at large than the more immediate application in aid of the rates. But at all events, it appears to us, that the separation of accounts made by the Rev. J. Simons, in 1770, was proper, and that it is desirable that the trustees should recur to that mode of keeping the accounts, distinguishing the portions of the rents belonging to the poor and parish respectively.

The trust deeds contain no direction to the trustees to account to the parishioners of Heavitree, nor has any instance occurred of the accounts having been submitted to the parishioners since the re-establishment of the charities in 1770. But in a trust in which the parishioners are so much interested, we cannot but think that it would be satisfactory, both to them and to the trustees, that the accounts of the latter should be audited by a committee of the former.

Parish Field.

This field is not included in any of the trust deeds relating to the parish lands before mentioned, and the only document that we have found relating to it, is a lease, bearing date 29th September, 1767, by which George Glanville and Richard Payne, as the surviving feoffees of the parish lands of Heavitree, with the consent and approbation of Thomas Harding and Thomas Salter, churchwardens of the said parish, which said Thomas Harding was likewise overseer of the poor thereof, granted to John Baring of Mount Radford, esquire, a field or close of land, called the Parish Field, containing by estimation an acre and an half, in the parish of Heavitree, contiguous to the king's highway leading from Exeter to Topsham, and bounded by the lands of the said John Baring on the east, north and south; and by the said highway on the west, for the term of 1,000 years, under the yearly rent of 1l. 6s. 8d.

This field adjoins and lies open to a field, called the Ten Acres, lately purchased of Sir Thomas Baring, bart. by Peter Travers, esquire, who is also the assignee of the above mentioned lease, for 1,000 years. There is no boundary mark to show the extent of the land belonging to the parish, but a map was made of the parish land, in 1819, after an examination, which was attended by one of the trustees, on behalf of the parish, and by Sir Thomas Baring's steward, on his behalf, of an old man who recollected the hedge between these fields being removed by John Baring, esquire, and pointed out the spot where it stood before its removal.

The lease states the quantity of this field to be 1½ acre, but in the map it is described as consisting of 1¼ acre. We are informed, that the yearly value of it is about 2l.

We apprehend that the above mentioned lease for 1,000 years was improperly granted for so long a term, even if the trustees of the parish lands had any power to lease this field, which does not appear from any of the trust deeds to have been the case, and that it could not be supported in a court of equity; but Mr. Travers has agreed to surrender this lease, and to take a new one for a term of 21 years, at a fair rent.

The rent of 1l. 6s. 8d. is received by the churchwardens, and is paid by them to the poor persons in Ducke's almshouse, hereinafter mentioned.

Ducke's Almshouses.

By indenture, bearing date 25th November, 1603, between Richard Ducke, of the one part; and Thomas Izecke, and seven others, of the other part; the said *Richard Ducke* granted and enfeoffed unto the said parties of the second part, and their heirs, a parcel of land, containing 24 perches, situate in the parish of Heavitree, and abutting upon the highway leading from Exeter towards Honiton, upon which he had erected four almshouses, with gardens thereunto adjoining, to be employed to the following purposes; viz. That the said Richard Ducke, during his life, should have the placing and displacing of all such poor people as should inhabit the said almshouses and gardens, and that after his death, as often as any of the said almshouses and gardens should become void, the heirs of the said Richard Ducke should have the appointment of such poor as should inhabit therein, such poor people to be of the said parish, and old, or not able to serve or get their living by labour, and such has had

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spent most of their time in husbandry labour within the said parish, and had lived honestly and been reputed of good name and fame: And it was provided, that whenever any of the said almshouses should be void, either by death, or by displacing by the heirs of the said Richard Ducke, other inhabitants should be appointed by such heirs, and in default of such appointment within 12 days by the sidesmen and wardens of the parish, and in default of their appointment within 12 days more, by the mayor, bailiffs and commonalty of Exeter: It was also provided, that no poor man or woman appointed to inhabit any of the said almshouses, should admit any child to dwell with him or her; that no single woman under the age of 50 years, and being unmarried, should dwell in any of the said almshouses; and that if it should happen that any of the said poor men should die, leaving a wife dwelling in any of the said almshouses under the age of 50 years, she should depart out of the said house and garden which her husband has enjoyed, within 12 days next after his decease, with a proviso for appointing new feoffees when the number should be reduced to two.

By indenture, bearing date the same day and year, and between the same parties, as aforesaid, the said Richard Ducke granted to the parties of the second part, a yearly rent charge of 26s. issuing out of a marsh, called Clist Marsh, in the parish of Clist Saint Mary, from the death of the said Richard Ducke, to be bestowed as follows; viz. 12d. to the poor in every of the said almshouses, quarterly; and the remaining 10s. of the rent to be delivered to the churchwardens of the said parish, who should bestow the same in repairing the said almshouses, as to them should seem convenient, with a similar provision for renewing the trust as in the former deed.

These almshouses, and the annuity of 26s. were conveyed to new trustees in 1655, and again in 1686; after which time, we find no renewal of the trust.

The almshouses consist of four dwellings, with a small garden attached, all inhabited by poor men and women, settled inhabitants of Heavitree, some of whom receive parochial relief, placed there, as vacancies occur, by the churchwardens for the time being, and allowed to remain there during their lives, if they conduct themselves well. This has been the course of appointment for many years. Old people are usually chosen, and no children are admitted into the almshouse.

The annuity of 26s. is received by the churchwardens from Mr. Robert Davy, the owner of Clist Marsh, charged therewith. The rent of the parish field, amounting to 1l. 6s. 8d, is also received by them from Mr. Travers, and has been applied to the support of the poor at these almshouses, at least as far back as 1776, when the earliest churchwardens book now to be found commences. They are both carried to the churchwardens general account; and after a deduction of 10s. towards the repairs, as directed by Mr. Ducke, the residue of these sums, being 2l. 2s. 8d. is divided amongst the poor inhabitants of the almshouses, by quarterly payments. The houses are repaired by the churchwardens, out of the parochial funds in their hands. They are old thatched buildings with mud walls, and are not in good condition.

These almspeople also receive amongst them, in equal shares, from the treasurer of the parish lands, 8s. a year, by quarterly payments, out of the fourth part of Moore, in respect of the gift of Walter Skinner, as charged by the trust deed of that tenement in 1615. This donation consisted of the sum of 10l. given by deed, in 1610, to several parishioners of Heavitree, on trust, to make the best use of it, and to apply the benefit of 5l. thereof for the poor in Ducke's almshouses, and of the other 5l. for the residue of the poor of the parish.

Izacke's Gift and Webber's Gift.

It appears from a copy of an old tablet, which was formerly in the church of Heavitree, but has been removed, that *Thomas Izacke*, by his will, gave 100l. to the poor of this parish, and that Mrs. *Webber* gave 50l. to the poor, to be distributed, yearly, by the churchwardens.

The date of these donations must have been previous to the year, 1667, in which year there is an entry in an old account book of the warden of St. Loyes, of the payment to the poor of Heavitree of 6l. 3s. 6d. being the interest made that year of Mr. Thomas Izacke's money, which was given to the poor, as also the interest of Mrs. Webber's money, given to the poor, which is issuing out of St. Loyes. Another entry in the same book, dated 1675, states, that the preceding warden of St. Loyes had delivered over to George Glanvill, then sidesman and warden of St. Loyes, the parish box and 50l. having paid the other 50l. which he had received with the box to Sebastian Izacke, esquire, by the consent of the parishioners, and by order of the commissioners for pious uses. These two sums of 50l. each, probably made up the 100l. given by Thomas Izacke, and from 1675 till 1686 3l. appears to have been paid by the warden of St. Loyes, as the interest of 50l. given by Izacke. These entries do not satisfactorily account for the disposal of Thomas Izacke's gift; but we think it not improbable, that a part, or the whole of it, was laid out in 1686, in the purchase of the third

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part of the Langlands and the tan-yard mentioned in the account of the parish lands, the trusts of which, in the consolidation deed of 1689, are declared to be for the relief of the poor.

From the above mentioned statement, that the interest of Mrs. Webber's gift was issuing out of St. Loyes, and from finding that 2l. 10s as the interest of it, was paid by the warden thereof from 1667 to 1749, it seems not to be an improbable conjecture, that the 50l. given by her formed a part of the purchase money of the moiety of St. Loyes, in 1664. But the documents do not permit us to speak with certainty upon either of the two last mentioned points.

Livery Dole.

We have been able to obtain very little information as to the foundation of the almshouses in this parish, known by the name of Livery Dole.

An inscription over the gateway states, that they were founded by Sir *Robert Dennis*, knight, in March, 1591, and finished by Sir Thomas Dennis, his brother, in 1594.

Izacke, who mentions these almshouses in his Memorials of Exeter (page 146, edit. 1724), and who is mistaken in supposing them to have been founded by the Sir Thomas Dennis, who was sheriff of the county of Devon in 1531, states, that they were erected for 12 aged men to inhabit, there being allotted to each of them a low room and a chamber over the same, and a little plot of ground for a garden, all inclosed with a wall, and 12d. weekly for their maintenance, and a hundred faggots yearly, for ever; and that there was a decent chapel within the house, and a chaplain to read prayers daily therein unto them.

The almshouses now consist of 10 distinct dwellings, each containing a room above and a room below, inhabited by 10 poor women, and a house for the chaplain, which is said to have been formerly divided into two more dwellings, making the number 12 in the whole. These houses are situate on each side of a court, at the end of which is a small chapel. Near to the almshouse is a garden, containing, as we are informed, more than an acre, about one quarter of which is occupied by the chaplain, and the residue is divided into portions amongst the almspeople.

Towards the support of the persons belonging to these almshouses, an annuity of 45l. is paid by Henry Combe Compton, esq. as the owner of an estate in the parish of Winterbourne Whitchurch, in the county of Dorset, containing nearly 1,500 acres, called Whitchurch Farm. We have not been able to learn in what manner this property was originally subjected to the payment of the annuity. The estate descended to *Mr.* Compton from ——— Combe, esq., who in 1745, purchased it of Francis Fulford, esquire; and we are informed, that the only notice of the charge in the purchase deed, is an exception in the covenant against incumbrances of "an annuity of 45l. payable to the trustees of "Livery Dole, in Exeter, charged on the same farm;" and that Mr. Compton is not in possession of any other document that tends to throw light on this point. The above mentioned sum is received annually, at Michaelmas, from Mr. Compton's agent, by the Rev. Richard Eastcott, the present chaplain of the almshouses, who has held that situation about 15 years, and who, on the receipt thereof, retains 9l. for his own use, and distributes the remaining 36l. in equal proportions of 3l. 12s. to each of the almspeople. In respect of the advantages received from the charity by Mr. Eastcott, divine service is performed and a sermon occasionally preached for the benefit of the almspeople, by his son, the Rev. Edwin Eastcott, in the almshouse chapel, at five o'clock on every Sunday evening, between Lady-day and Michaelmas; but there is no service from Michaelmas to Lady-day. We are informed, that the annuity was divided in the same manner, and that the same duty was performed before the time of Mr. Eastcott's appointment. The chaplain and the almspeople are nominated, as vacancies occur, by Lord Rolle. The persons appointed are usually decayed housekeepers, but they are not selected from any particular parish. Some of them receive relief from their respective parishes. The houses and chapel are repaired by Lord Rolle, and they are in a fair state of repair, with the exception of the chaplain's house, which Mr. Eastcott used to inhabit during a part of the summer, but which has been for the last few years unoccupied. We understand that his lordship is a descendant of Sir Thomas Dennis, the founder, but he has not been able to furnish us with any deed or document relating to the foundation.

Nut's Gift.

Wenman Nut, esquire, by his will, bearing date 24th December, 1690, gave to the parish of Heavitree 50l. to be secured under the care of the vicar and churchwardens for the time being, the interest arising therefrom to be distributed to the poor of the said parish at Christmas, or Easter, annually, at the discretion of the said vicar.

In 1802, this legacy (after deducting the duty payable in respect thereof) was invested in the purchase of 55l. 10s. 10d. stock in the four per cents, in the names of the Rev. George Moore, then vicar of Heavitree, Thomas Salter and John Wolland; the dividends of which, amounting, after a deduction for commission, to 2l. 2s. 4d. per an-

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sum, were received and distributed by Mr. Moore during his life, and after his death, in 1827, by Mr. Wolland. After the death of the latter, in 1810. Mrs. Ann Wolland, his widow, continued to receive the dividends till April, 1817, and distributed them annually, at Christmas, in small sums, amongst the poor inhabitants of Heavitree, entering in a book the names of the persons receiving the charity, with the sums paid to each. In February, 1822, the above mentioned stock was transferred by Mr. Thomas Salter, the surviving trustee, into the names of the Rev. Arthur Atherley, the present vicar of Heavitree, and Mr. Christopher Saunders, jointly with himself. Mr. Atherley shortly afterwards received the arrear of dividends then due from April, 1817, and has since received the dividends to April, 1823; the balance of which, amounting, after payment of 2l. 11s. 4d. for the expenses of the transfer of the stock, and 16s. given by Mr. Atherley to two poor persons of this parish, to 9l. 15s. 8d. has been placed in the Devon and Exeter savings bank, to the credit of this charity.

A considerable sum (the surplus of a subscription for a dinner on the day of his Majesty's coronation) having been distributed in the course of the last winter, it was not thought necessary to have recourse to this balance, which therefore remains in the savings bank for further distribution, according to the directions of the donor.

Serle's Gift.

Ann Serle, by her will, bearing date 29th December, 1810, gave to Ann Wolland, widow, her heirs, executors, &c. all her freebold messuage, lands, tenements and chattels, and all her personal and testamentary estate and effects, upon trust, to sell her said messuage, lands and tenements, and her household goods and furniture, and to call in such sums as should be due to her, and out of the monies to arise by such sale, and so to be called in to pay her debts and funeral expenses, and after payment thereof, to pay the overplus of the monies which should remain in the said Ann Wolland's hands to such poor persons, living in the parish of Heavitree, in such sum and sums of money, and at such times as she, the said Ann Wolland, should think proper to pay and distribute the same.

The testatrix died in 1812, the property at the time of her death consisting of an estate in Cornwall, seven deeds poll, for 50l. each, of the Honiton turnpike trust, money in the house, and household furniture.

This gift, as far as respects the estate in Cornwall, and the turnpike deeds poll, was void, by the statute of mortmain, 9 George II; but we apprehend, that, after payment of the debts and funeral expenses, from the funds produced both by the real and personal estate, the residue of the personality is applicable to the charitable purposes mentioned in the will.

Mrs. Wolland, the trustee under Miss Serle's will, informs us, that the produce of the property of the testatrix was as follows:—

	£.	s.	d.
Money in the house	182	4	6
Furniture, &c. sold	56	0	11
Rents due at Miss Serle's death	16	7	7
Produce of the sale of the estate in Cornwall	389	7	4
Produce of the seven deeds poll	210	0	0
Interest due on ditto	14	17	9
	£868	17	4

Out of which she has made the following payments:—

	£.	s.	d.
Funeral expenses	21	6	2
Charges of probate and duty on residue and other testamentary expenses	109	8	10
Dilapidations on some leasehold premises held by Miss Serle on her own life, and expenses of valuing the same	257	18	5
Debts	8	18	1
Paid to Mrs. Mitchell	183	0	0
Payments to Rachel Roach	30	2	0
	£610	13	6

Leaving a balance, due on the whole estate real and personal, of 258l. 3s. 10d.

The above mentioned sum of 183l. was paid to Mrs. Mitchell, out of the produce of the Cornish estate. That lady being a friend of the testatrix, who is stated to have been very penurious, and having expectations that the latter would leave her property to her, had for a considerable time previous to a disagreement which took place between

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them, two or three years before Miss Serle's death, furnished her with articles of clothing, liquors, &c. and had paid various sums for servants wages, repairs and insurance of her house, apothecaries bills, &c. on her account. It does not appear that any charge was ever made by Mrs. Mitchell upon Miss Serle in her life-time for these articles, and it may perhaps be doubted whether the demand could have been established to its full extent, as a debt chargeable on the general funds of the testatrix. The charge for dilapidations on the leasehold premises was also paid to Mrs. Mitchell, who had purchased the reversion of them, subject to Miss Serle's life interest. The above mentioned Rachel Roach was Miss Serle's servant, and had lived with her several years, without contracting for or receiving any wages. Mrs. Wolland thinking that she was entitled to a remuneration for her services, paid her 4l. 2s. immediately after Miss Serle's death, and has since continued to pay her 1s. per week, amounting at the time of our inquiry, in December, 1822, to 26l. conceiving, that at all events she would be justified in continuing such payment, under the discretionary charitable trust in the will, as to the residue to her, as being a poor and old person, living in the parish of Heavitree, and an object of charity.

Mrs. Wolland states, that having been advised that she could not safely, under the circumstances above stated, make any disposition of Miss Serle's property, for the charitable purposes mentioned in her will, she has hitherto retained the balance in her hands, but that she always has been, and still is, ready to account for such part of the balance as is applicable to those purposes, with banker's interest at three per cent, from March, 1813, when the accounts were made up, and the duty on the personal estate paid.

This is a case in which it would be desirable that the opinion of the court of chancery should be obtained, as to the amount to which the poor of this parish are entitled, under Miss Serle's will. But as the balance due to the poor will not be considerable, it may perhaps be sufficient that the points in question should be settled by reference to a competent arbitrator, to be agreed upon by Mrs. Wolland on the one hand, and the rector and parish officers of this parish, acting on behalf of the poor, on the other.

PARISH OF HOLCOMBE BURNELL.

CHURCH HOUSE.

A lease was produced to us, bearing date 14th August, 1649, whereby James Hill and James Caseleigh, as the surviving feoffees of the parish land of Holcombe Burnell, with the consent of R. Cabell, esquire, and seven others, inhabitants of that parish, in consideration that John Taylor had, at his own cost, built the church house, which had been altogether ruinated and wasted, and in which the said John Taylor then dwelt, granted to the said John Taylor the said church house, for a term of 99 years, determinable on three lives, at the yearly rent of 4d.; and the said John Taylor thereby covenanted to provide, during his term, an able man, to perform the duty of parish clerk of Holcombe Burnell, for which he was to receive the fees allowed for doing the same.

No trust deed is now to be found in the parish chest, relating to this house; but a memorandum in an old churchwardens book, dated in 1700, states, that the feoffment of it was then in the hands of William Bolitboe. In 1730, a rent of 16s. and in 1761, a rent of 18s. appear to have been received by the churchwardens for this house. An entry in the churchwardens book, without date, signed by G. Score, curate, and three of the parishioners, and supposed to have been written about 30 or 40 years since, states, that it was agreed, that if any parishioner, or other person, would rebuild the church house, they should have three lives therein, keeping it in repair, and paying 2s. a year as a chief rent. Nothing more appears to have been then done, and the site of the house, which adjoins to the church-yard, is now a waste spot, of which no use is made; but a rent of 2s. per annum is paid for it by the churchwarden for the time being to the lord of the manor.

PITMAN'S GIFT.

An entry in the overseer of the poor's book for this parish, dated 24th December, 1786, states, that there was then received of James Pitman, esquire, 5s. being the interest of 5l. left to poor housekeepers of Holcombe Burnell, by *James Pitman*, of Cutridge esquire, in 1731. The present James Pitman, esquire, of Dunchideock house, grandson of the gentleman who appears to have paid the interest of this small gift in 1786, now pays in respect of it, the sum of 5s. per annum to the overseers of the poor, by whom it is distributed usually every year, shortly after Christmas, amongst five poor labouring people of the parish, not receiving regular parochial relief, to each 1s.

PARISH OF PINHOE.

GIFTS OF GRACE BAMPFIELD AND OTHERS.

By indenture, bearing date 27th April, 1655, between Thos. Bampfield and Richard Lee, of the one part; and Bampfield Rodd, and others, of the other part; reciting, that *Grace Bampfield*, by her will, bearing date 27th February, 1652, gave 120l. to be be-

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stowed by her executors, the said Thomas Bampfield and Richard Lee, in lands of inheritance or rent charge, to remain upon the charitable uses thereinafter mentioned; and reciting, that William Lee, for the better relief of the poor of Pinhoe, and in augmentation of the said charitable gift, did add thereto the sum of 20l.; and James Taylor, for the relief of the poor of Pinhoe, did also add 20l.; and that the parishioners of Pinhoe did also add 20l. out of their parish stock, whereof 5l. was given by Richard Lee, and 10l. by William Lee, deceased; and reciting, that the said Thomas Bampfield and Richard Lee did purchase of Clement Watts, for 175l. the inheritance of a messuage or dwelling-house, called Burrough Tenement, and the orchard of the said tenement, containing by estimation, two acres, the little croft adjoining, and another croft, lying on the right hand of the highway, leading from the house aforesaid to the Burrough bridge, containing three quarters of an acre; two closes, called the Hames, containing three acres; two closes, called the Long Parks, containing two acres; a close, called the Dadd Land, containig two acres; a close, called the Little Heathfield-park, containing one acre and a quarter; one acre of Sheer in Wish meadow, and a meadow called the Little Town Meadow, containing one acre and a quarter, which said Town Meadow was to be held and enjoyed by the said Thomas Bampfield and Richard Lee, every fourth year, all in the parish of Broadclist, with common of pasture on Broadclist heath, Broadclist moor, Sprydown and Elvery moor, in the said parish; and reciting, that the said Thomas Bampfield and Richard Lee, for the sum of 5l. more, did purchase a yearly rent charge of 6s. 8d. to be issuing out of two cottages, orchards and gardens, in Broadclist, then in the possession of the said Clement Watts, for a term of 99 years; and reciting, that the said Thomas Bampfield and Richard Lee, in 1655, leased the said tenement for 99 years, at the yearly rent of 8l. 13s. 4d. the said Thomas Bampfield and Richard Lee, in pursuance of the trusts reposed in them, granted and enfeoffed unto the said Bampfield Rodd and others, and their heirs, the said tenement, and the said rent charge of 6s. 8d. upon trust, shortly before Christmas, during the said term of 99 years, to bestow 8l. out of the yearly rents before mentioned, amounting to 9l. in shirts, smocks and other clothing, to the poor of the parish of Pinhoe; 40s. in similar clothing to the poor of the parish of Stoke Canon; and 40s. the residue thereof, in similar clothing, to the poor of the parish of Thorverton, according to the discretions of the trustees of the said several parishes, and the necessities of the poor people, and upon trust, that at the end of the said term of 99 years, the trustees should let the said tenement for the best improved rent, and bestow five-ninth parts thereof in clothing for the poor of Stoke Canon, and two-ninth parts in clothing for the poor of Thorverton, with a proviso, that when the trustees should be reduced to three, or two at the least, in any one of the said three parishes, the survivors should convey the premises, so as to fill up the number of seven trustees for each parish, the charges of such new feoffments to be borne out of the rents of the said premises, by each of the parishes, proportionably and according to their respective interests therein.

The statement of this deed is taken from the recitals of a subsequent deed, for appointing new trustees, the original not being to be found at the time of our investigation. The last trust deed is dated in 1811, under which 12 trustees are still living, of whom three are trustees for the parish of Pinhoe.

The premises purchased with the above mentioned gifts, consist of a cottage, and the fields, described in the deed, in the parish of Broadclist, all of which are now in the occupation of Samuel Middleton, as yearly tenant, at a clear rent of 26l per annum, to whom they were let by private contract, by the trustees for the parish of Pinhoe, with the consent of those for the parishes of Stoke Canon and Thorverton. The same tenant held them for a term of seven years, which expired at Christmas, 1821, when he agreed to hold them again at the same rent, which is considered to be their full value. In 1789, the rent was only 9l. per annum. The house is in a fair state of repair. The estate has been exonerated from land-tax.

The rent is paid by the tenant, to the trustees for the three parishes respectively, in the following proportions:—

	£.	s.	d.
To the trustees for Pinhoe, five ninths	14	8	11
Stoke Canon, two ninths	5	15	6½
Thorverton, two ninths	5	15	6½
	£26	0	0

The manner in which the portions of the two latter parishes are disposed of are stated in the account of the charities of each of them, in the present Report.

The share received for Pinhoe is distributed in coarse linen, for shifts and shirts, at an annual meeting, holden for the distribution of this and the other charities of that parish,

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shortly after the receipt of the year's rent, and usually in the month of February, but sometimes later in the year, which is attended by the trustees, and the vicar, churchwardens and overseers of the poor of the parish, and of which meeting notice is given in the church on the preceding Sunday. The linen is previously provided by one of the trustees, and is given amongst all the poor persons of the parish, as far as it will extend, in the proportions of three yards and a half to each man, and three yards to each woman. A book is kept, in which the names are entered of the persons receiving portions of this gift, and of Wilcocks's gift hereinafter mentioned.

Wilcocks's Gift.

Humphry Wilcocks, by his will, bearing date 3d January, 1686, gave to the feoffees of the lands belonging to the poor of the parish of Pinhoe, and their heirs, two fields, lying in Pinhoe, which he purchased from Dorothy and Peter Bigglestone, to the use and behoof of the aged poor and impotent people of the said parish, the rents and profits thereof to be distributed, yearly, at Christmas, amongst such as should be of the age of 60 years or upwards, according to the discretion of the major part of the said feoffees, and according to the necessities of such poor.

The two fields given by this donor are now united into one, which is called the Ragfield; but we are informed, that there are marks still remaining, which show the situation of the fence by which it was formerly divided. This field contains about two acres, and is in the occupation of Ann Alford, as yearly tenant, at a good rent of 6l. per annum, having been let to her by the trustees, by private contract, about 10 years since, at the yearly rent of 7l. which it was found necessary to reduce, at Christmas, 1821, to its present amount.

At the annual meeting, for the distribution of the charities, the rent is distributed to all the poor persons in the parish who are above 60 years of age, in sums varying according to their necessities. At the distribution, in February, 1821, it was thus given, to 18 persons, in sums varying from 7s. to 9s.

Sanders's Gift.

John Sanders, by his will, bearing date in 1729, as appears from a tablet in the church of Pinhoe, gave to the feoffees of Pinhoe 30s. a year, payable out of the Downs, to be given in bread, on the first Sunday in every month, to six of the poor of Pinhoe, having no monthly pay of the parish.

This annuity is not paid in money, but six fivepenny loaves are provided in respect of it, on the first Sunday in every month, at the expense of Mr. William Force, the present owner of the tenement called the Downs, and are given after evening service, by one of the trustees, to six poor persons of the parish. A list is kept by the trustees of all the poor persons not receiving parochial relief, and the bread is given to them in rotation, provided that they attend the church service, unless prevented by sickness.

Sir John Elwill's Gift.

It appears from a tablet in the church, that Sir *John Elwill* gave 40s. a year from his estates in Pinhoe, for teaching eight poor children of Pinhoe to read.

This annuity is now paid by Mrs. Freemantle, the present owner of the estates in Pinhoe, formerly the property of the Elwill family, to a schoolmaster, who in respect thereof, teaches eight poor children of the parish to read and write.

Land's Gift.

John Land, of Exeter, innkeeper, by his will, bearing date 8th January, 1817, gave to the clergyman and churchwardens of the parish of Pinhoe, for the time being, 200l. upon trust, to be by them laid out in the purchase of stock in the public funds, or on government securities, the interest and dividends to be paid at Christmas, in every year, to such poor persons of the said parish, as the clergyman and churchwardens for the time being, should in their discretion think proper.

In September, 1817, the sum of 180l. (20l. being deducted for legacy duty) was paid in respect of this gift, by Mr. Land's executors, to the vicar and churchwardens of Pinhoe; and after remaining in the Exeter bank, at three per cent. interest, till July, 1818, was invested in the purchase of 230l. 8s. three per cent. consols, now standing in the names of the Rev. Thomas Bartlam, vicar, and three other persons, of the parish.

The yearly dividends, amounting to about 6l. 18s. are given away at the meeting holden for the distribution of the charities in February, by the vicar, churchwardens and others, amongst all the poor of the parish, in sums varying from 1s. 6d. to 5s. according to their necessities. The donor's directions were, that the interest and dividends arising from his gift should be disposed of at Christmas; but as the half year's dividends on the stock do not become due till January, it has been thought more convenient to distribute this donation at the same time as the other charities of the parish.

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PARISH OF POLTIMORE.

Bampfylde's Almshouse.

John Bampfylde's Gift.—By indenture, bearing date 6th January, 1631, *John Bampfylde*, esq. for the charity which he bore to the poor people inhabiting in the parish of Poltimore, Huxham, Pinhoe, and Broadclist, and in perpetual memory of Elizabeth Bampfylde his wife, and of Amias Bampfylde his eldest son, both of whom died in 1629, granted and enfeoffed to Edward Yeard, esquire, Amias Bampfylde, esquire, Edward Bampfylde, gentleman, Ambrose Bone, of Poltimore, clerk, and eight others of Poltimore, and their heirs, a messuage or tenement, containing by estimation 5 acres, in the parish of Pinhoe, and a house, garden and courtlage, newly built by the said John Bampfylde, adjoining the churchyard of Poltimore, upon trust, with the rents and profits of the said premises, to succour and relieve four poor people of the said parish of Poltimore, to be chosen by the said John Bampfylde, and his heirs, out of the said parish of Poltimore, if so many should be there residing when any poor people should be made choice of, otherwise that so many poor people as should be wanting, from time to time, should be chosen by the said John Bampfylde, and his heirs, out of the parish of Huxham, and if the parishes of Poltimore and Huxham should not have such people fitting to have relief, then out of the parishes of Pinhoe and Broadclist; and the said Ambrose Bone, and the eight other feoffees, residing at Poltimore, covenanted, that, if any of them should remove out of that parish, the persons so removing, should convey their interest in the said premises to their co-feoffees, or to other feoffees, to be named by the said John Bampfylde and his heirs, and the parson of the parish of Poltimore for the time being; and it was thereby agreed, that when six of the 12 feoffees should be dead, or departed out of the said parish of Poltimore, 12 others should be named by the said John Bampfylde, and the premises conveyed accordingly; and that no lease of the premises should be made but only from year to year, reserving a yearly rent, to the full value of the premises, without the consent of the said John Bampfylde, and his heirs; and that two of the said feoffees should be yearly chosen collectors of the rents, who should account to the parishioners of Poltimore, and the residue of the feoffees, for their receipts and disbursements, on the Tuesday in Whitsun week; and that the poor people to be chosen, should observe the orders, contained in a written table, for their better government.

This deed is not now to be found amongst the documents of the parish of Poltimore; but a counterpart of it, executed by eight of the original feoffees, has been produced to us by the solicitors of the late Sir Charles Bampfylde, baronet, who was the owner of the Poltimore estate.

It does not appear that any renewal of this trust has ever taken place.

Sir R. W. Bampfylde's Gift.

Sir *Richard Warwick Bampfylde*, baronet, by his will, bearing date 17th March, 1775, gave 200l. to his executors, in trust, to place out the same in the public funds, or on government securities, and to apply the dividends or produce thereof, as an additional succour and relief for the four people placed, and to be placed, in the almshouse founded in the parish of Poltimore, by John Bampfylde, esq. his great-grandfather's grandfather, for such charitable purposes, and under such rules and directions, as were mentioned in the above abstracted indenture of 10th January, 1631; and also for the maintenance, succour and relief, of two other poor people, whom he desired to be placed in the almshouse aforesaid, at the nomination, and by the appointment of such person or persons, as by the tenor and true meaning of the said indenture were authorized in that behalf; and he directed, that each of the two additional poor people should have such share of the produce of the said 200l. as would make their provision equal to that of each of the said four poor people, by virtue of the same indenture.

The property derived from the gift of Mr. John Bampfylde, consists of three fields, containing 4½ acres of land, with two cottages, inhabited by labourers, a garden and orchard, in the parish of Pinhoe, the whole being now held by James Waters, under an agreement made with the principal parishioners of Poltimore, assembled in vestry, for a lease for 14 years from Christmas, 1818, at a clear annual rent of 12l. which is considered the full value of the premises, the previous rent having been 10l. 10s. The repairs of the cottages are agreed to be done by the tenant, but they are not in a good state of repair.

The sum of 200l. given by Sir R. W. Bampfylde was laid out by his executors in the purchase of 245l. 7s. 11d, three per cent. reduced annuities, now standing in the name of C. O. Bowles, Esq. the representative of the surviving executor, the dividends on which amount to 7l. 7s. 2d. per annum.

The old almshouse consisted of four rooms under one roof. The Rev. Richard Warwick Bampfylde, who has been rector of Poltimore nearly forty years, informs us, that in 1785, he received from the executor of the said Sir Richard Warwick Bampfylde, his father 58l. 17s. 9d. being an accumulation

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of the dividends on the above mentioned stock, part of which was applied in building two dwellings of one room each adjoining the others, for the two additional poor people mentioned in Sir Richard's will, and the residue was carried to the general account of the charity. The almshouse is repaired by the parishioners of Poltimore, out of the parochial funds, and is now in good repair. Each of the inhabitants of it has a small garden.

As vacancies occur in the almshouse, poor persons of this parish, men or women, are appointed to supply them by Mr. Bampfylde, the rector, who usually consults the parishioners in vestry, as to the character of the person selected by him. It does not appear, that there has ever been any deficiency of proper objects of the charity in this parish, in which case alone the other parishes mentioned in Mr. John Bampfylde's will, were to be entitled to partake of the benefit of it.

Previously to 1806, there was an irregularity in the application of the rents and dividends, which were distributed generally amongst poor persons of this parish, without confining the donation to the inhabitants of the almshouse. In that year the accounts of Mr. Bampfylde, who had received the rents and dividends, were examined by the vestry, and a balance was found to be due to him of 3l. 17s. 7d. Since 1806, the rents have been received by Mr. Bampfylde, and distributed by him half yearly, on the Sundays after Midsummer-day and Christmas-day equally, among the six almspeople, and the half-yearly dividends of the stock have been divided in the same manner, on the second Sundays in April and October. These distributions take place after service in the church, (previous notice being given), in the presence of the principal parishioners, who at each such meeting, sign the accounts, which are kept by Mr. Paul Voysey, the steward of the late Sir Charles Bampfylde's estate.

BRADFORD'S GIFT.

Mary Bradford, widow, by her will, bearing date 29th December, 1797, gave to the minister of the parish of Poltimore, and his successors, for ever, 100l. which she then had in the five per cent annuities, the dividends to be by him applied in keeping in repair the monuments in the church of that parish of her deceased husband and daughter and the overplus to be by him distributed annually, on the 3d of March, if that day should happen on a Sunday, and if not, on the Sunday after that day, amongst such poor persons of that parish as the minister, for the time being, should think proper objects of charity.

This 100l. stock is now standing in the names of the Rev. R. W. Bampfylde, and two others as trustees. No expense has hitherto been required for repairing the monuments mentioned by Mrs. Bradford, and the whole of the dividends are therefore distributed annually by Mr. Bampfylde, at the time specified in the will of the testatrix, to poor labourers of the parish, in sums varying from about 8s. to 2s. according to the numbers of their families. These portions are usually given to such as have not received parochial relief for the last six months, but a person having a large family, and receiving relief for one or two children, is not excluded from the benefit of the gift. The distribution is always attended by the son of one of Mrs. Bradford's executors, on behalf of his father, who lives near to Poltimore, but is infirm.

LOST GIFTS.

In the returns made to Parliament in 1786, two sums of 20l. each, given to the poor of this parish by Lady *Bampfylde*; and a third sum of the same amount given to them by the Rev. Mr. *Lee*, are mentioned, without stating the dates of these donations; and it is there added, that these sums, with other sums of parish money, were lent out upon a bond and note of hand, which were delivered to Sir Richard Bampfylde in 1733, by George Bradford, but had not since been heard of.

We have not obtained any further information as to these gifts.

PARISH OF REWE.

EMANUEL WARREN'S GIFT.

Emanuel Warren, who died in 1696, gave 1l. per annum, payable out of an estate called Pale, in the tything of Upexe, in the parish of Rewe, to be distributed to the poor of the said parish, on St. Nicholas's day.

He also gave a similar annual sum, payable out of the same estate, to the poor of the parish of Stoke Canon.

NICHOLAS WARREN'S GIFT.

Nicholas Warren, who died in 1700, by his will, gave to the poor of the parish of Rewe, 20s. a year, for ever, and similar annual sums to the poor of the parishes of Stoke Canon and Netherexe respectively, to be bestowed in linen cloth not under 10d. a yard, and distributed yearly to them, on St. Nicholas's day, according to the discretion of the churchwardens and overseers of the poor of each parish; and he directed, that the said yearly sums should be paid out of the rents and profits of a messuage and tenement, which Samuel Kingdon then had in the parish of Rewe.

The estate called Pale, on which the annuities given by Emanuel Warren are charged, is now the property of Mr. Richard

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Cleeve; and the estate on which the annuities given by Nicholas Warren are payable, is called Millhays, and is the property of Mr. Abraham Cleeve.

These several annuities are paid to the officers of the parishes respectively entitled thereto, but it has been usual to deduct 4s. from each of them, for land-tax, and the same deductions appear to have been made in 1786. We are informed by the Messrs. Cleeve, that the land-tax of Pale being 8l. 8s. per annum, and that of Millhays being 4l. 8s. 8d. per annum, were redeemed more than 20 years since, and that the present annual value of the former estate is about 80l. and of the latter about 50l. The deductions to be made on account of land-tax ought to bear the same proportion to the annuities, as the total amount of the land-tax, which was charged upon the estates before the redemption, bears to the present annual value of the respective estates; and the proprietors of them have, at our suggestion, agreed to deduct in future 2s. instead of 4s. out of each annual payment of 20s.

The sums received in respect of the two annuities payable to this parish from these gifts, amounting hitherto to 32s. per annum, have been distributed at a parish meeting holden on a Sunday shortly after Christmas, and attended by the rector and churchwardens, in small sums, varying from about 4s. to 1s. 6d. amongst all the poor of the parish, according to their necessities. The annuity given by Nicholas Warren ought, in conformity with his directions, to be laid out in linen cloth.

Steere's Gift.

Joseph Steere, who died in 1672, gave by his will, to this parish a deed poll for 50l. secured on the Exeter turnpike roads, the interest to be given, at Christmas, for ever, to eight poor people, 5s. to each, as the rector and churchwardens should think proper.

This deed poll is now in the hands of the rector, and the interest of it being 2l. per annum, is annually distributed at the above mentioned parish meeting, to eight poor labourers of the parish not receiving regular relief, 5s. to each.

Parish of St. Thomas the Apostle.

Battyn's Gift.

By indenture, bearing date 20th November, 1564, William Harris and John Jake granted to William Floyer, and nine others, a messuage or tenement, and a garden adjoining thereto, situate in the parish of Saint Thomas the Apostle, in a street called Cowick street, which premises were then lately the property of Walter Battyn, formerly vicar of the parish of St. Thomas; to hold the said premises to the said William Floyer, and others, and their heirs, for the reperation, maintenance and support of the church of the said parish, as the said William Harris and John Jake held the same by reason of the gift of the said Walter Battyn.

The last trust deed of these premises bears date the 20th August, 1800. Of the feoffees then appointed seven are now living.

It appears from a case prepared for the opinion of counsel, respecting these premises, in 1800, that by an instrument, dated 8th October, 1672, under the hands and seals of several of the most sufficient inhabitants of the said parish, in which it was recited, that the said house having been demolished in the time of the civil wars, had been re-edified by the said parishioners, it was agreed, between the parishioners and John Reynolds, vicar of the parish, that the said John Reynolds should enjoy the said premises, whilst he should continue minister of the parish, under the yearly rent of 10s. payable to the churchwardens, to be employed towards the reparation of the parish church, on condition that he should repair the said messuage, except in case of an extraordinary accident by fire or wars.

This tenement was occupied by successive vicars of the parish till the death of the late vicar in 1799. His successor, the Rev. J. B. Coplestone, continued to live in it about two years, when it was found to be exposed to floods, and in other respects an unsuitable residence. It was therefore agreed between the parishioners and Mr. Coplestone, that a lease of the premises should be granted for the largest fine that could be obtained, under the reservation of an annual rent of 10s.; that the fine, together with 100 guineas raised by the parish by way of rate, should be paid to Mr. Coplestone, and he in consideration thereof should build a new vicarage house, upon a small piece of glebe land belonging to the vicarage. The tenement was accordingly let by lease, bearing date 4th December, 1806, for 99 years, determinable on three lives, of which two are now in existence, at the above mentioned rent, and in consideration of a fine of 280l. This money, together with the aforesaid sum of 100 guineas, was afterwards paid to Mr. Coplestone, who built a new vicarage house on the proposed site, at an expence, as we are informed, of upwards of 1,000l. The tenement in Cowick-street is represented to be in good repair, but it does not appear that the rent of 10s. has ever been claimed by the parish.

Seldon's Gift.

The poor of this parish are entitled, under the gift of Lawrence Seldon, (the particulars

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of which are stated in a former Report), to the weekly sum of eight-pence, to be bestowed in bread.

Acland's Gift.

They are also entitled, through the gift of Sir *J. Acland*, detailed at a former part of this Report), to the annual sum of 2l. 12s. which was directed to be applied for providing weekly, for ever, 13 penny loaves of bread, to be given to 13 such of the poorer sort of people, as the parson, constables, wardens and overseers should appoint. Eight penny loaves are provided weekly in respect of the former donation, and twelve on account of the latter, by two bakers, who are paid by the chamber of Exeter. The bread is brought to the church every Sunday, and is distributed after morning service, by the vicar, according to a list kept by him. As vacancies occur he supplies them, selecting such poor people as regularly attend the church, unless prevented by sickness.

Berry's Gift.

An inscription on a tablet in the church of this parish, which has been lately repainted, but is said to have been placed there many years ago, states, that *Bartholomew Berry*, esq. of Barley, gave, by deed, bearing date 2d July, 1635, to this parish, a plot of land, lying near the pound, out of the profits of which 20s. were to be paid yearly, to the minister, for the time being, for preaching two sermons on Good Friday and *Ascension-day*, and the remainder was to be distributed to the poor. In the returns made to Parliament, in 1786, it is stated, that Bartholomew Berry gave land, worth 30s. per annum, (on which the workhouse had been erected), to the poor, on payment of 20s. annually, for ever.

We have seen no deed relating to this land, except the counterpart of a lease, bearing date 9d March, 1713, made between Joseph Oliver, Robert Ridley, and John Reynolds, of the one part; and Samuel Spurway, of the parish of Saint Thomas, of the other part; whereby, after reciting that Bartholomew Berry, formerly of Barley, in the parish of Saint Thomas, by indenture, bearing date 2d June, 1635, granted and enfeoffed to William Floyer, and seven others, of the parish of Saint Thomas, and their heirs, all his houses, orchards and gardens, in the said parish, between the lands of the Earl of Bedford on the south and west parts, the lands of Michael Brown on the east part, and the king's highway on the north part, upon special trust and confidence, as in the said indenture was expressed and declared, as by the same more at large appeared; and reciting a deed, bearing date 16th January, 33 Charles II, by which the survivor of the said trustees appointed new trustees of the said premises, and reciting, that the dwelling houses, mentioned to be upon the said premises, had been burnt and demolished in the late civil wars, and that their site had been made a waste plot of ground; and that, in consideration of building one or more dwelling houses thereon, the said waste plot was demised to Henry Friend for 99 years, determinable on three lives, at the yearly rent of 30s.; and reciting a reversionary lease, dated in 1706, of the houses rebuilt by the said Henry Friend, and the orchards and gardens thereunto belonging; the said Joseph Oliver, and the other parties of the first part, in consideration of a fine of 10l. demised to the said Samuel Spurway the same houses, and the orchards and gardens thereunto belonging, for a term of 99 years, determinable on one life, in reversion of two lives then subsisting under the two before mentioned leases, at the yearly rent of 30s.

There are entries, in the old accounts of the parish officers, from which it appears that John Lavers paid 10s. per annum, from 1649 to 1657 inclusive, "for the parish land," which is supposed to designate the above mentioned premises, and that in the former of those years the rent was distributed amongst the poor, together with Evans's and Peter's gifts, hereinafter mentioned. It is probable that the houses were burnt about the year 1659, as we find no account of the receipt of any rent from 1657 to 1683; but in the accounts of the last mentioned year, it is stated that 1l. 10s. was received as rent from Henry Friend, that 1l. was paid to the minister for preaching two sermons, and that a pair of shoes and stockings was given to each of two old persons. An entry in 1685, states the receipt of rent from Friend, and the payment of 20s. for the preaching of two sermons on Good Friday and Holy Thursday, and of 10s. "the remaining profit of the estate," in stockings and shoes for the poor, being the gift of Justice Berry, deceased. The last entry of rent from Friend occurs in 1691, from which period to 1726, there is a chasm in the accounts. From 1726 to 1737, persons of the name of Crossing are stated to have paid the annual rent of 10s. for "late Friend's tenement."

The premises now consist of a house, airing ground and garden, situate on the South-side of Cowick-street, near the parish pound, containing together about half an acre of land; they have been for many years used as the poor house of the parish. No payment has been made specifically in respect of them to the vicar, in modern times; but until within the last three years it had been usual for the vicar to pay the annuity of 4l. arising from the gift of William Gould, sen.

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hereinafter mentioned, on behalf of the owner of the barton of Hayes, out of which he retained the sum of 20s. yearly, in respect of Berry's donation, although it was not known out of what property it was payable. Until the time of our investigation indeed (in December, 1822) the parishioners were not aware that the poor-house stood upon the site of the houses given by Bartholomew Berry. No money has therefore been distributed to the poor specifically, in respect of this charity, for a long period of time; but we are informed that the parishioners have been accustomed to distribute larger sums in clothing, annually, than the amount of the several gifts hereinafter mentioned, which have been considered applicable to that purpose.

As it appeared to us, from the above mentioned documents, that there could be no doubt as to the identity of the premises given by this donor, we thought it our duty to suggest, that the annual value of the premises should be ascertained, that they should be let to the overseers of the parish, or otherwise, as might be thought most advantageous to the charity, and that the rent should be paid to trustees, to be appointed out of the principal parishioners of Saint Thomas's, who should keep an account of their receipts and expenditure, and should apply a part of the net produce in the payment of 2*l.* per annum to the minister of the parish, for preaching two sermons on the days above mentioned, and the residue in the distribution either of clothes or money, or both, as the trustees should think fit, annually, amongst the poor of the parish.

In pursuance of our recommendation, a vestry meeting was holden on the 30th December, 1822, when it was resolved, that the premises should be valued by two surveyors, and that a vestry meeting should be held on the 13th January, 1823, for the purpose of receiving their report, and appointing trustees. That meeting took place accordingly, when the surveyors reported the annual value of the premises to be 32*l.* subject to rates, taxes and repairs; and at the same time, 20 gentlemen, inhabitants or owners of property in the parish of Saint Thomas, were nominated for the purpose of carrying our recommendations into effect.

Church Houses.

The oldest document we find respecting these houses, is the counterpart of a lease, bearing date 30th April, 1674, from Thomas Reynell, and four others, trustees and executors of the will of William Gould, esquire, to Sir Thomas Carew, and others, whereby, after reciting that some question had arisen touching the estate of the church house, in the parish of Saint Thomas, and that oath had been made that the lease of the said church house had been, about 60 years before, read in the presence of one Richard Crossing, when there was a term of near 300 years unexpired; and reciting, that in the late unhappy wars the church of Saint Thomas was burnt, together with a parish chest, then remaining in the said church, in which said chest the said leases, and divers other writings and evidences, concerning the said parish, did then remain; and reciting, that upon examination of divers persons, it appeared that it had been constantly reputed by the inhabitants of the said parish, that there was such lease as aforesaid to some persons in trust for the said parish; and reciting, that the said house was demolished, nothing remaining but old ruinous walls, and that the parishioners were willing to rebuild the said house, the said Thomas Reynell, and others, in consideration of 10*s.* and of an arrear of rent of 1*s.* a year, for 28 years then past, demised to the said Sir Thomas Carew, and others, the said void plot of ground and old walls, for the term of 200 years, at the yearly rent of 1*s.*

There are at present two houses standing upon the above mentioned plot of ground, which adjoin the church-yard, and are situate in Cowick-street. They are kept in good repair out of the church rates, and have been for many years occupied, rent free, by paupers of the parish. An annual rent is paid for them by the churchwarden, under the above mentioned lease, to James Buller, esquire.

Robert Pate, sen.'s Gift.

Robert Pate, of Cowick, in the parish of Saint Thomas, by his will, bearing date 8th February, 1677, gave to the poor of the said parish an annuity of 20*s.* to be issuing out of his capital messuage, barton and farm, of Cowick aforesaid, and payable on the 9th of February, yearly, to be distributed as his heir, and the minister of the said parish for the time being, should think fit.

Robert Pate, jun.'s Gift.

Robert Pate, of the Middle Temple, London, son and devisee of the before mentioned Robert Pate of Cowick-house and lands, by his will, bearing date 16th May, 1687, gave to the parish of St. Thomas, 30*l.* the interest thereof to be employed towards teaching poor children to read English, to write, and to learn arithmetic; and he gave the inheritance of all his messuages, lands, &c. to his sisters, Mary Broking and Susanna Pate, and their heirs, to be equally divided, chargeable with the payment of all his debts and legacies.

The barton of Cowick, upon which this legacy was thus charged, formed part of the property which passed under the will of Robert Pate, junior. Both moieties of that

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barton appear to have been afterwards vested in Mrs. Prideaux, the daughter of Mary Broking, one of the devisees. Mrs. Prideaux's daughter, married a Mr. Speke, and had by him a daughter, who inherited the property, and devised it to James White, esquire. That gentleman pays the annual sum of 30s. as the interest of the legacy of 30l. to a schoolmistress, for instructing in reading only, four poor children of the parish of St. Thomas; and his tenant of the barton of Cowick, gives annually, on the 9th of February, in respect of the gift of Robert Pate, senior, 40 sixpenses to as many poor persons of the parish, notice being always given of this distribution in the parish church.

PETER'S GIFT.

John Peter, whose various donations have been already particularly mentioned, in the statement of the charities of the parish of Cornworthy, contained in a former Report, gave by will, in 1570, to the poor of this parish, an annuity of 20s. payable out of the sheaf of Cornworthy. This sum is paid on application to Mr. Henry Tucker, one of the proprietors of the great tithes of the parish of Cornworthy; it has been usually demanded at intervals of two or three years, and at the time of our investigation of the charities of this parish, had been paid to Christmas 1820.

The application of this gift, with that of Evans, and the portion of W. Gould, senior's gift, which was given towards clothing the poor, will be hereinafter stated in the account of Painter's gift.

EVANS'S GIFT.

It appears from a tablet in the church of St. Thomas, that *Nicholas Evans*, by deed, bearing date 9th September, 1618, gave to the poor of this parish 20s. for ever, issuing out of divers lands in St. Mary-lane, in the parish of St. Mary Steps, Exeter, to be paid to the churchwardens, as follows; 5s. on the feast of All Saints, 10s. at Christmas, 5s. at Easter.

This annual sum issues out of an iron foundry in Ewen's-lane, in the parish of St. Mary Steps, Exeter, and is paid by William Huxham, the occupier thereof.

GIFT OF WILLIAM GOULD, SENIOR.

William Gould, by will, bearing date 20th May, 1632, proved in the prerogative court of Canterbury, gave to the poorest people of the parish of St. Thomas, 4l. yearly, to be paid out of his barton of Hayes, to the minister, churchwardens and overseers for the time being, at least 20 days before Christmas, annually, and to be by them bestowed in grey frieze or watchet blue cloth, to make jerkins and hose for men and boys, and gowns for women and maids, for those of each sex which should be thought to have most need; he also gave towards keeping on work the poor people of the said parish, 20l. to be paid to the minister, wardens and overseers, and directed that they, with the consent of his heirs and two other of the sufficientest men of the parish, should lend it out gratis, on bond, to such man as would set the wandering poor on work, and that for a year and more. In a memorandum annexed to his said will, it is stated, that he also gave 8l. more yearly, for ever, to be disposed of at the discretion of his heirs and the minister of the parish for the time being, to the use of the poor.

GIFT OF WILLIAM GOULD, JUNIOR.

William Gould, junior, son of the aforesaid William Gould, by will, bearing date 22d August, 1642, and proved in the prerogative court of Canterbury, gave 40s. yearly to the said parish, and declared that the same, together with the 8l. yearly given by his father, should be employed for the maintenance of an able schoolmaster, to instruct the poor children of the said parish in reading, writing, and some good catechism, which schoolmaster and scholars should be nominated by his heirs, for ever; and he directed his executors to purchase within three years after his death, and to convey to the parish for the use aforesaid, an estate in fee of lands or tenements to the value of 10l. per annum.

It does not appear that the purchase directed by the last mentioned testator, ever took place.

James Buller, esquire, is the present owner of the barton of Hayes, and pays the annuity of 4l. to the churchwardens of the parish. Till within the last three years, 1l. of this annuity was retained by the vicar in respect of Bartholomew Berry's gift to him, as has been already mentioned. Mr. Buller also pays 10l. per annum to a schoolmaster, for instructing in reading, 24 boys and girls of the parish, who are appointed by Mr. Buller, on the recommendation of the vicar. We find no trace of the sum of 20l. given for the purpose of keeping the poor on work, but think it probable from the mode in which the money was to be disposed of, that it has been lost many years.

PAINTER'S GIFT.

Elizabeth Painter, by will, bearing date 13th June, 1812, and proved in the prerogative court of Canterbury, gave to the minister and churchwardens for the time being, of the parish of St. Thomas, 100l. to be invested in the three per cents, in the names of the minister and churchwardens and their successors, and to be given to the poor at Christmas in every year, as they the

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minister and churchwardens should think fit.

The above mentioned legacy was invested in the purchase of 150l. stock in the 3 per cent consols, now standing in the names of the Reverend J. B. Coplestone and another, and producing dividends amounting to 4l. 10s. per annum, of which 2s. are deducted for commission.

The annual sums received by the churchwardens, in respect of Peter's, Evans's, Gould's and Painter's gifts, are as follow :—

	£.	s.	d.
Peter's	1	0	0
Evans's	1	0	0
Gould's	4	0	0
Painter's	4	8	0
	£10	8	0

which have been carried to their general account, and in respect thereof, a distribution in clothing, which we are told, has usually exceeded the income of these charities, has been made at a parish meeting, holden about Christmas, when the merits and necessities of the applicants have been considered, and a list of the names of the persons relieved, entered in the account book. We have recommended that a distinct account of these funds should be kept, and have learnt, that at the distribution which took place at Christmas, 1822, the parish acted upon our suggestion.

At that time, the receipts of these gifts, exclusive of Peter's gift, of which there was an arrear of two years, amounted to 9l. 8s. and the expenditure in coats, shirts and shifts, to 10l. the balance being to be paid out of the sum due on account of Peter's gift, when received.

PARISH OF SOWTON.

Seldon's Gift.

It will be seen, on reference to the account of the charities under the management of the chamber of Exeter, that the poor of the parish of Sowton are entitled, under the gift of *Lawrence Seldon*, to receive from the chamber of Exeter, bread to the amount of 4d. weekly, to be given according to the discretion of the wardens and sidesmen of the parish, so as that every one of the poor people standing in need to be relieved, should, in course, have an equal benefit thereof.

This small charity is not distributed weekly but twopenny loaves to the amount of 17s. 4d. are provided annually, at Christmas, by a baker at Exeter, who is paid by the chamber; they are brought to Sowton, and distributed amongst the poor persons resident in the parish.

Weare's Gift.

The particulars of this donation, under which this parish is entitled to an annuity of 3l. 15s. issuing out of an estate called Holbrook, in the parish of Clist Honiton, now the property of Lord Graves, for teaching five poor children, have been stated in the present Report, in the account of the charities of Clist Honiton.

This annuity is paid by the tenant of Holbrook to the sexton of this parish, whose wife, in respect thereof, instructs in reading five poor boys and girls. The children are nominated by the minister.

Poor's Money.

There are belonging to the poor of this parish, two deeds-poll of the Exeter turnpike, for 50l. each, bearing interest at 4l. per cent, which were purchased by the Rev. *George Moore*, the late rector of the parish, about the year 1814, partly with the sum of 60l. in his hands belonging to the poor, and partly with money given by Mr. Moore himself. The interest upon these two deeds-poll is received annually at Christmas, and is distributed, together with a small sum arising from voluntary contribution, to all the poor people of the parish, in sums of from 1s. to 2s. to each.

We are unable to state in what manner the poor became entitled to the above mentioned sum of 60l.; but interest appears, from the parish books, to have been received as far back as 1693 for 45l. and *Roger Lee* is stated in them to have given 5l. in 1697.

Forward's Gift.

John Forward, by his will, bearing date 14th October, 1699, gave to the minister and overseers of the parish of Sowton, the sum of 20s. to be paid out of the rents and profits of a close called the Beare, situate in Sowton, on every Christmas-day, for ever, upon trust, that they should yearly, at Christmas, with the advice and consent of his son Nicholas Forward, and his heirs, distribute the same unto 10 such poor people of the said parish as should most usually attend the public divine service on Sabbath days, unless some impediment should hinder them, or to such poor people of the said parish as they should think fit.

The close called the Beare is the property of Lord Graves and William Burton, each of

+ vide p. 14.

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whom pays 10s yearly, at Christmas, to the minister of Sowton. Ten poor labouring men of the parish, whose names are entered in a list kept by the clerk (the vacancies in which are supplied by the minister) receive annually 2s. each, and an account of the distribution is entered in a book.

AISH'S GIFT.

A memorandum found amongst the parish documents, purporting to be an extract from a poor book of 1642, which is not now to be found, states, that *Henry Aish*, esq. gave, by his will, 20s. to be yearly paid to the collectors for the poor of this parish, for ever, out of certain high rents payable to the said Henry and his heirs.

It appears from an old parish book, that this annuity was distributed from 1691 to 1721.

A search has been made, ineffectually, for the will of the supposed donor, and we have found no further evidence respecting the payment of this donation. There are, indeed, two entries in a parish book, stating, that Henry Aish paid in 1757, 2l. and in 1759, 1l.; which were distributed, with other monies, to the poor; but it does not appear whether these payments were made in respect of this charge.

PARISH OF STOKE CANON.

GRACE BAMPFIELD'S GIFT.

The particulars of *Grace Bampfield's* gift, for a distribution of shirts, smocks and other clothing, to the poor, under which this parish is entitled to two-ninth parts of the rents of an estate at Broadclist, have been already stated in the present Report, in the account of the charities of the parish of Pinhoe.

This share of the rents now amounts to 5l. 15s. 6d. per annum; which sum is received from the tenant, by one of the trustees of this charity, for the parish of Stoke Canon, shortly after Christmas, and is immediately afterwards laid out in the purchase of coarse linen for shirts and shifts, which is given away by the trustees, amongst poor labouring men of the parish, their wives and widows, as far as the same will extend, in the proportion of four yards to each. Since 1819, a book has been kept, in which the names of the persons receiving portions of this and the other charities of the parish are registered.

CLARKE'S GIFT.

Richard Clarke, by his will, bearing date 14th August, 1635, gave 6d. weekly, for the relief of the poor of the parish of Stoke Canon, to continue for ever, for weekly bestowing, on every Sunday, six penny loaves upon six poor persons of the said parish, not having weekly relief; the said bread to be distributed immediately after morning prayer, by the overseers of the poor; and to make good the said gift, he appointed a yearly rent charge of 26s. for ever, to be issuing out of a capital messuage and farm called Bridwell, in the parish of Halberton.

Richard Clarke, son of the above-mentioned testator, by deed, bearing date 11th January following the date of the said will, granted to Edward Bampfield and others, and their heirs, a yearly rent charge of 26s. to be issuing out of the said messuage and farm called Bridwell, upon the trusts of the above mentioned will.

The estate called Bridwell is now the property of John Were Clarke, esquire, who, in respect of this rent charge, pays 1l. 1s. per annum to the overseers of the poor of this parish, 5s. being deducted for land tax. The same deduction has been made for many years; but it must necessarily be too large, as it exceeds 4s. in the pound. The deduction ought to bear the same proportion to the rent charge, as the total amount of the land tax charged upon this estate bears to the annual value of it.

The rent charge is received annually soon after Christmas, and instead of the weekly donation directed by the donor, bread to the value of 7s. is provided three times in the course of the winter and spring, and is distributed at the church on three Sundays, (notice being previously given,) by the overseers of the poor for the time being, who are usually assisted by the minister, and some of the principal parishioners, amongst poor persons of the parish, a preference being given to such as do not receive parochial relief.

GIFTS OF EMANUEL WARREN AND NICHOLAS WARREN.

The particulars of the gifts of *Emanuel* and *Nicholas Warren*, in respect of which the poor of this parish are entitled to two annuities of 20s. each, have been already stated in the present Report, with observations on the deductions made for land tax, in the account of the charities of the parish of Rewe.

The sums received in respect of these annuities, amounting hitherto to 32s. per annum, have been laid out in coarse linen, which since 1819, has been distributed annually on the 6th of December, being St. Nicholas's-day, to poor persons of the same description as partake of Grace Bampfield's gift. Previously to 1819, the distribution was usually made once in every year, but not at any fixed period.

WORTHY'S GIFT.

John Dowdney Worthy, by his will,

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bearing date 13th January, 1797, gave to the minister and churchwardens of Stoke Canon, 50l. to be placed out at interest by them, such interest to be divided annually on Christmas-day, between such four widows living in the said parish, as the minister and churchwardens should think proper objects of the donor's charity.

The annual sum of 50s. as the interest of this legacy, was paid by Mr. Jonathan Worthy, the brother and executor of the testator, till 1809, when the principal sum of 50l. was laid out in the purchase of 65l 7s. 9d. three per cent reduced annuities, in the names of the Rev. John Bond, minister, and two other persons, who were then churchwardens of this parish, the dividends on which, amounting to 1l. 19s. 2d. per annum, are (after deducting 1s. for banker's commission) distributed by the minister and churchwardens on Christmas-day, amongst four poor widows belonging to and living in the parish, selected by them, in equal proportions, a preference being given to such as do not receive parochial relief. The same widows are not usually permitted to have a share of this charity in two successive years.

PARISH OF TEDBURNE ST. MARY.

Church Lands.

By indenture of feoffment, bearing date 1st April, 1742, between William Splatt and another, of Tedburne St. Mary, surviving trustees of all such messuages, cottages and lands, as were theretofore given towards maintaining and repairing the parish church of Tedburne St. Mary, of the one part; and John Browning, and 11 others, of the other part; the said parties of the first part granted and enfeoffed to the parties of the second part, and their heirs, nine acres of land, between the lands theretofore of John Tuckfield, on the west, north and east, and the lands of John Davie on the south, and the houses called the Parish houses, and all other houses thereto adjoining, and the

No.	PARISH.	LESSEES.	TENEMENTS.
		TENEMENTS ON LEASES FOR YEARS DETERMINABLE ON LIVES:	
1.	Tedburne St. Mary	William Browning now Oliver Lethbridge	A cottage and small orchard, and a meadow, formerly divided into two, containing in the whole about an acre and a half, near the church.
2.		James Hutchings now Hugh Lethbridge	Cottage and small orchard, adjoining No. 1.
3.		Henry Splatt	Cottage and small orchard, called Church Garden.
4.		John Stoneman	Two cottages, and small garden, adjoining the poor house.
5.		Paul Triggs	Cottage, and small orchard adjoining the road from Okehampton to Exeter.
		TENEMENTS AT RACK RENT.	
6.		Henry Splatt	House, orchard and four fields, containing in the whole about eight acres, called Church Pieces.
7.		John Preston	House, orchard and waste, containing about an acre, called the Green Lane.
8.		Absalom Rolls	Cottage and small orchard
9.			House used as the poor house, for which no rent is paid.

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little meadow bounded by the highway leading to the parish church of Tedburne, to a place called the Haven on the east, and the parish church on the north, and a house and orchard in Upcott, all in the parish of Tedburne, upon trust, to apply the rents towards the maintaining and repairing the parish church of Tedburne St. Mary.

By indenture of the same date as the last mentioned deed, and between the same parties, the parties of the first part assigned to the parties of the second part, their executors, &c. a void plot of ground, called the Green-lane, containing by estimation one acre, and a cottage, bounded by the riding-way leading from the place called the Haven to the church of Tedburne; and another cottage bounded by the highway leading from Exeter to Okehampton on the south, for the residue of a term of 2,000 years, in trust, for the maintenance, upholding and supporting of the said church.

In 1651, all the premises contained in the first abstracted deed, and the Green-lane, mentioned in the deed secondly abstracted, appear to have been granted by the then trustees, to the four men chosen that year by the parishioners of Tedburne, for 21 years, upon trust, that they and their successors should receive the rents, and bestow the same upon the reparations and other things necessary to the church, by the advice and consent of the most part of the inhabitants of the said parish.

In 1806, the premises contained in the above mentioned deeds, were conveyed by William Strong, and two others, to John Browning, to the use of the said William Strong, and two others, and of five other persons of Tedburne St. Mary, upon the trusts aforesaid; the conveyance then executed, contains a proviso for appointing new trustees, when the number should, by death or relinquishment of the trust, be reduced to three; four trustees are now living.

The following is a rental of the trust property:—

Term, and Number of Lives.	Date of last Renewal.	CONSIDERATION.	RENT.	Estimated clear yearly Value.
			£. s. d.	£. s. d.
99 years, determinable on one life.	8th April, 1777	£10. 10s. and surrender of two lives.	0 6 9	7 0 0
Do.	25 March, 1805	£16 10s.	0 2 0	2 0 0
Do. on 3 lives.	27 Sept. 1804	£12 and surrender of two lives.	0 2 0	3 0 0
Do.	27 Sept. 1804	£11 and rebuilding one of the cottages.	0 2 0	2 0 0
Do. on 2 lives.	1772	£29	0 1 4	8 10 0
14 years from Michaelmas, 1816.			9 0 0	good rent
14 years from Christmas, 1815.			4 10 0	Do.
Yearly tenant.			5 0 0	Do.
—	—	—	—	—
			19 2 4	

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The fine actually paid for the tenement, No. 2, was only 14l. That tenement was let at an auction, at which Mr. William Strong, one of the feoffees, thinking it was about to be disposed of at a price less than its value, bid 14l. which was more than any other person offered. He was accordingly declared the purchaser, and immediately laid out some money in repairing the cottage, but afterwards disposed of it to Hutchings, for the consideration mentioned in the rental, and as no lease had been made to Strong, that which was granted to Hutchings contained the full consideration paid by him to Mr. Strong.

The tenements let for terms of years, determinable on lives, are old, but are described as being in good condition, as are also the rack rent tenements, with the exception of the roof of the house on No. 6, which the feoffees have undertaken to repair. The poor house has been for many years used as such, and is kept in repair by the parish.

The rents and the fines, when received, have been applied by the feoffees in the repairs of the premises, and in the repairs and other matters relating to the church. One of the feoffees keeps the accounts, which he submits, with the vouchers, to his co-feoffees, at intervals of two or three years. They appear to have been audited in the years 1812, 1815, 1818, 1821, and, lastly, on the 23d September, 1822, when a balance of 1l. 13s. 3½d. was found to be in the hands of Mr. John Wills, the receiver.

Sir John Acland's Gift.

Sir *John Acland*, the particulars of whose gifts, for bread to various parishes, are stated in a former report, in the account of the charities under the care of the chamber of Exeter, directed that 26s. per annum should be paid to the churchwardens of this parish, for providing, weekly, six penny loaves and a half, of wheaten bread, to be distributed every Sabbath-day, after morning prayer, to seven such of the poorest sort of people of the parish, as the minister and parish officers should appoint.

He also directed, that there should be paid yearly, on the feast of St. Thomas the Apostle, to the churchwardens of this parish, 5s. 4d. to be bestowed on Christmas-day, on 16 such people of the said parish, viz. 4d. to each, who were to be appointed as aforesaid.

The sum of 1l. 11s. 4d. is received annually from the town clerk of Exeter. The directions of the donor, as to a weekly distribution of bread, are not attended to, but the whole sum is distributed, with other charities, as hereinafter mentioned. We have stated, in our account of Sir John Acland's charity, above referred to, that a sum of 8l. 10s. 8d. was paid to this parish by the chamber of Exeter, in 1818, as an arrear of the annuity of 5s. 4d. for 32 years. This sum was, shortly after its receipt, distributed amongst the poor of the parish.

Triggs's Gift.

Paul Triggs, by his will, the date of which does not appear, gave to such poor as should not have monthly pay, 10s. yearly, for ever, to be paid out of the lands called North Veny Mills and Thornwood-hill, to the minister and churchwardens of Tedburne St. Mary, and by them bestowed in bread, and distributed to such poor as aforesaid, on Christmas-day; and he directed, that such annual sum should not be paid till after the death of his wife, Catherine.

This annuity is paid by William Trigge, as proprietor, jointly with three others of his family, of an estate called Thornwood, in this parish.

Lake's Gift.

It is stated on a tablet in the church of this parish, that *James Lake* gave, by his will, the date of which is not mentioned, an annuity of 10s. for ever, issuing out of an estate called Little Colley, to be distributed by the minister and churchwardens, at Christmas, yearly, to such of the poor as should have no monthly relief.

Mr. Otho May is the proprietor of the estate called Little Colley, and pays the above mentioned annuity.

Gifts of Sir George Chudleigh, Westcott, and Williams.

It is stated, on the same tablet, that Sir *George Chudleigh*, baronet, gave to the poor tradesmen of this parish 10l. to be lent by the minister, churchwardens and overseers, to them, on good security, gratis.

Also, that *Agnes Westcott*, by will, gave 10l. to be put out at interest, on good security, by the minister, churchwardens and overseers, and the interest to be distributed yearly, at Christmas, among such poor of the parish as should have no monthly relief.

These two sums, together with 10l. given, as we are told, by Mr. *John Williams*, with directions that the interest should, by the minister and churchwardens, at Christmas, yearly, be distributed among the poor of the parish, appear to have been formerly lent to individuals, at interest, but have lately been invested in the Devon and Exeter savings bank.

The annual produce of the six last mentioned gifts is as follows :—

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	£.	s.	d.
Acland's	1	11	4
Trigg's	0	10	0
Lake's	0	10	0
Chudleigh's, Westcott's, and Williams's	1	4	0
	£3	15	4

In consequence of the year's interest of the sum deposited in the savings bank becoming due in August, it is customary to distribute the whole income at that time. After the receipt of the interest, notice is given, on a Sunday, in church, that the money will be disposed of on the following Sunday. It is accordingly given, by the minister and churchwardens, after service, to such of the poor as do not receive regular relief, in small sums, proportioned to their merits, and the number of their families.

Strong's Gift.

William Strong, by will, bearing date 16th of April, 1728, gave to the churchwardens and overseers of the poor of the parish of Tedburne St. Mary, and their successors, for ever, 20s. per annum, to be by them distributed, with the approbation of his executrix, or such other person as should occupy and possess his estate of Blackpits, in the said parish, which he charged with the payment of the same, and for nonpayment, gave the churchwardens power to distrain on the said estate; and he directed, that the said 20s. should be distributed every Easter-day, to 20 poor labouring families or widows who were in want, and had no monthly relief.

The circumstances that have occurred relating to this gift, and to a donation by the same will, of a similar annuity of 20s. for the benefit of the poor of Cheriton Bishop, have been already stated in the present Report, in the account of the charities of that parish.

Tuckfield's Gift.

It will be seen, on reference to our statement of the charities of the parish of Crediton, in the present Report, that Mrs. *Elizabeth Tuckfield*, amongst various other donations, gave out of the interest of 3,000*l.* stock in the three per cent. consols, 10*l.* per annum, to the minister for the time being of this parish, to be by him distributed, according to his discretion, amongst such poor persons of the parish as should have no parochial relief.

The sum of 10*l.* is annually received by the Rev. Charles Burne, rector of this parish, from Mr. J. Smith, as the agent of the 12 governors of the goods of the church of Crediton, and is distributed by him on Christmas-day, amongst the poor of the parish according to the directions of the testatrix.

PARISH OF TOPSHAM.

Watkins's Gift.

By indenture of feoffment, bearing date 16th December, 1655, between Samuel Wood and two others, of Topsham, of the one part; and James Calhampton and 16 others, all of Topsham, of the other part; reciting, that *Edward Jones* and Nicholas Sise, by indenture, bearing date 4th February, 1630, had granted and confirmed unto William Holland, esq. the said Samuel Wood and others, and their heirs, a messuage and tenement, situate in the parish of St. John's Bow, Exon, near a gate there, called St. Nicholas gate, upon trust, that the said William Holland and others should yearly, for ever thereafter, employ the rents and profits of the said premises, during the lease then in being, to the only sustentation and maintenance of the most poor and needy people inhabiting within the town and parish of Topsham; and after the expiration of the said lease, that the said feoffees, and their heirs, should for ever thereafter, bestow all the improved rents and profits of the said premises, to the use of the most poor and needy people of Topsham; and also, upon further trust, that when the feoffees should be reduced to four, the survivors should make feoffments, from time to time, to 16 other persons, of the same town and parish, upon the same trusts; the said parties of the first part, in performance of the trust reposed in them, granted and enfeoffed to the parties of the second part, and their heirs, the said premises, upon the trusts contained in the said recited deed.

The last trust deeds of this tenement bear date 24th and 25th October, 1790, whereby it was conveyed to 17 persons, of whom seven are now living, and to the churchwardens of Topsham for the time being, upon the trusts aforesaid, with a proviso, that at any meeting, to be appointed by the trustees, or by any five of them, for the distribution of the rents and profits of the said tenement, to the use aforesaid, any five of the trustees, who should be present at such meeting, should have power to distribute the rents and profits of the said tenement, for the relief and maintenance of such poor people as aforesaid.

A tablet in the church states, that this tenement was given by *John Watkins*, a

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merchant of Exeter, and the statement in the Returns of 1786, is to the same effect.

This tenement, now the King's head inn, is in the occupation of James Ford, under a lease, bearing date 29th September, 1796, granted by private contract to Matthew Wingyett, for 99 years, determinable on three lives, two of which are now in existence, in consideration of the surrender of a former lease, and of a fine of 80l. at the yearly rent of 12l. The tenement is stated to be spacious, in very good repair, and worth 80l. per annum. We are told, it has been always let for terms of years determinable on lives, and a lease of this description was produced to us, bearing date in 1646; but it will probably be more advantageous to the charity, that the lease shall be allowed to determine, and the premises be let at rack rent. The fine of 80l. paid on the grant of the existing lease, was laid out in the purchase of stock in the navy five per cents, and the trustees are now possessed of 105l. stock in the new four per cents, the dividends of which amount to 4l. 4s. per annum, subject to a commission of 2s. The rent is paid at Christmas, and is given away with the clear amount of the dividends, which till the late reduction of the stock, have amounted to 4l. 18s. at a vestry meeting, attended by the trustees and churchwardens, among 17 poor persons of the parish, selected by the former, 20s. a piece, having been paid to 16 of these persons, and 18s. to the 17th; and a list of their names, and the sums received by them in each year, is signed by the trustees, and preserved. The persons who are appointed have been usually considered entitled to receive their portion for life, provided they conduct themselves well.

Shere's Gift.

By indenture, bearing date 1st April, 1636, *John Shere* the elder, of Topsham, out of his charitable disposition to the inhabitants of the said parish, granted and enfeoffed to John Shere the younger, and others, and their heirs, a messuage, courtlage and garden, called the Swan, and a messuage, courtlage and garden, then in the tenure of Benjamin Dyer and George Gibbs, in the town of Topsham, upon trust, to dispose of the rents and profits of the premises during the life of the said John Shere the elder, to the poor inhabitants dwelling in the said parish, in such manner as he should appoint, viz. 20s. yearly to the vicar for the time being, 3s. monthly, as should be thought fit by the said John Shere, to one of the poor in the said parish, and 6s. 8d. yearly to the clerk of the said parish; and after the decease of the said John Shere the elder, to dispose of the rents and profits, so long as the leases thereof then in being should continue, for the relief of the vicar and clerk, and of one poor inhabitant dwelling in the said parish, as the said feoffees, with the churchwardens and vicar for the time being, or the major part of them, should yearly elect and appoint, the said election to be made in the parish church of Topsham, after afternoon service; and that after the said premises should be in possession, by the determination of any of the leases then in being, the same should be let from year to year, or for any number of years under 21 years, and not for any longer term, for the best improved rent, under such reasonable covenants and conditions, as the feoffees should think fit; and that the tenants should have 13s. 4d. yearly, within the rack rents agreed upon, and after the determination of the said leases, that the rents should be employed as follows; 40s. yearly by 10s. quarterly, to the vicar of Topsham for the time being, if a preaching minister, and if not, that he should procure eight persons by a lawful minister, to be preached yearly in the said parish church, on eight Sundays, or other fit times in the year; and that when the said tenements should fall into hand, the said 40s. a year should be augmented to 4l. viz. 20s. quarterly; and that, if the vicar should neglect to preach the same, or procure the same to be preached, the feoffees should procure a lawful minister to preach the same, and should pay 10s. for each sermon, and that the residue of the said rents and profits should be employed yearly, for the relief and maintenance of so many poor people of the most impotent, aged and infirm, of best report, inhabiting in the said parish, having lived by hard labour in their younger time, as the said residue should amount to, after the rate of 12d. weekly or 3s. or 3s. 4d. monthly, as the feoffees should think fit, to be elected by the said feoffees, upon the death of any such poor person; with a proviso for appointing new feoffees, when their number should be reduced to six; provided also, that if any one of the said poor people should be licentiously given, and grow refractory and debauched in his course of life, it should be lawful for the feoffees, after warning and no reformation, to expel any such person, and make a new election of any that should be better disposed.

The last trust deeds of this charity bear date 11th and 12th September, 1800, and of the feoffees then appointed, 17 are now living.

The trust property consists of,—

1st.—A messuage, courtlage and garden, called the Lamb Inn, in the occupation of Richard Harrison, under a lease, granted to him by auction, for 21 years from Michaelmas, 1812, at a good rent of 33l. per annum, the lessors being bound to repair. This

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tenement is in good condition. It was rebuilt in 1790, at an expense of about 250l. of which the sum of 230l. was borrowed by the feoffees, on mortgage, and has been since paid off by instalments, the last payment having been made in 1817. In 1818 the tenant was allowed 40l. in respect of a sum expended by him in the improvement of the buildings, and about 20l. was laid out in repairs by the feoffees.

2d.—A messuage, courtlage and garden, called Grigg's tenement, in the occupation of Mary Matthews, under a lease, bearing date 10th November, 1821, granted in consideration of 17l. for the term of 20 years and 11 months, at the yearly rent of 20s. and on payment by the lessee every six years during the term of 17l. upon which the lessee should have new covenants drawn and executed for renewing the said term. A similar lease of this tenement appears to have been granted in 1740; but the feoffees, in granting such leases, appear to us to have exceeded the power given to them by the foundation deed, of demising the premises for less than 21 years, on reasonable covenants and conditions. The buildings are in good repair, considerable sums having been expended on them by the present and preceding tenants. These premises are said to be worth 15l. per annum.

3.—A messuage, courtlage and garden, under lease, dated 20th July, 1765, granted to Thomas Collier for 99 years, determinable on three lives, now vested in Thomas Manning, and determinable on his life only, at the yearly rent of 9l.

In granting this lease, the feoffees have exceeded the power given to them by the donor, but the tenement is said to be not worth more than the present rent, being in a bad state of repair. At the time of our inquiry, the feoffees had called upon the occupiers under Mr. Manning to repair, who had refused to comply with their demands; but no application had been made to Mr. Manning, who appears to be the person liable to the feoffees for the neglect of repairs, and upon whom, therefore, their claim ought to be made without delay. The expenditure, for many years previous to 1790, consisted of the payment of 4l. per annum to the minister (two sermons being preached, every Sunday, in Topsham church), of 6s. 8d. to the clerk, and of sums, in pensions, to poor persons of the parish. In consequence of the mortgage, which, as before mentioned, was made in that year, the payment of the portions to the poor was altogether discontinued until 1817, when the debt being liquidated, 16 poor persons were appointed, by 13 of the feoffees, then resident in the parish, the minister and the two churchwardens, (each appointing one poor person) to receive 3s. a piece, every calendar month. These monthly sums have been since regularly paid; and as a vacancy has occurred, by the death of any of the poor objects of the charity, it has been supplied by the feoffee, minister, or churchwarden who appointed the deceased pensioner.

The ordinary income of the charity is as follows:

	£.	s.	d.
Rent of No. 1	33	0	0
No. 2	1	0	0
No. 3	9	0	0
	£43	0	0

The expenditure consists of—

	£.	s.	d.
The annuity to the vicar	4	0	0
Do. to the clerk	0	6	8
Payments to poor people	28	16	0
Fee-farm rents payable out of the premises	0	11	10½
Allowances of 13s. 4d. to each of the tenants of Nos. 1 and 3, as directed by the donor	1	6	8
Insurance of Nos. 1 and 3	1	12	0
	£36	13	2½

To this expenditure must be added the repairs of the Lamb inn (No. 1,), which, as before stated, falls upon the trust.

The feoffees meet annually once in the year, when one of them, who acts as treasurer, passes his accounts. At the time of our inquiry (December 1822) there was a balance in his hands of 25l. 5s. 3d in favour of the charity, and there was due from him for repairs and other incidental expenses about 10l.

UNITED GIFTS OF SOMASTER, OSBORNE, COLEMAN AND FOWLER.

SOMASTER'S GIFT.—By indentures of lease and release, bearing date 1st and 2d,

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January, 1774, between William Sandford, esquire, and Elizabeth Sandford, widow, of the first part; John Terry, and John Fortescue, clerk, executors of the will of Joseph Somaster, deceased, William Spicer, and 21 others, the churchwardens of Topsham, and the vicars or ministers of Clist St. George and Clist St. Mary for the time being, and their successors, persons nominated by the said executors of the said Joseph Somaster's will, as trustees, in conjunction with the said John Terry and John Fortescue, for carrying into execution the trust of the premises thereinafter mentioned, agreeably to the said will, of the second part; and Ann Sandford, sister of the said William Sandford, of the third part; reciting, that the said *Joseph Somaster*, by his will bearing date 16th May 1767, gave to his said executors 300l. in trust, to purchase a yearly sum, for the maintenance of a schoolmaster, to teach poor children "to read, write, or knit and sew, if girls," and to instruct them in the principles of religion, as taught in the established church, of which church the master or mistress were to be members and communicants, in any town or parish in the county of Devon, where, in the opinion of his said executors, such a school should be most wanted; and further reciting, that the said executors, not having been able to meet with a proper purchase, they, in order to add to the said donation, had placed the same in the Exeter bank, at two per cent., being the interest given by the bank for all sums there lodged; and further reciting, that they had contracted with the said William and Elizabeth Sandford, for the purchase of a field, called Rushmore, in Topsham, for 225l. and had agreed that the said premises should be granted to them and the other before-named trustees, and their heirs and successors, for the benefit of the poor children of the town and parish of Topsham, the said William Sandford and Elizabeth Sandford, in consideration of the said sum of 225l. granted to the said parties of the second part, and their heir, and to the churchwardens of Topsham, and the vicars or ministers of Clist St. George and Clist St. Mary for the time being, and their successors, the said field, called Rushmore, containing by estimation, five acres, or thereabouts, in trust, that the said trustees should from time to time, at public surveys, let to farm the said field for any term or number of years as should by them be deemed proper, for the most improved yearly rent that could be gotten for the same, and under such conditions as should be thought requisite, and should from time to time apply the net rents and profits thereof to the ends and purposes declared by the said will; with a proviso, that when the trustees should, by death, be reduced to four, the survivors, with the consent of the vicar and churchwardens of Topsham for the time being, should convey the said field unto 10 more of the most sufficient inhabitants of the said parish and their heirs, and to the then vicars of Clist St. George and Clist St. Mary, and their successors, upon the same trusts, and so from time to time for ever.

The last appointment of trustees was by deeds of lease and release, bearing date 16th and 17th April 1816, purporting to be a conveyance of the said field upon the trusts aforesaid, from James Jackson, John Cawley, Richard Saintbill and Nicholas Peters, as surviving trustees of the said field, to the Reverend James Carrington, and 10 others, all now living, but executed by John Cawley and Nicholas Peters only.

The field called Rushmore, is now in the occupation of Aaron Floyd, under an agreement for a lease for seven years, from Lady-day, 1816, made with the trustees, after an auction had been holden, at the clear yearly rent of 12l. 10s., which is considered a good rent. It had been previously let, from 1807 to 1816, at 16l. per annum. The residue of the 300l. given by Mr. Somaster, will be accounted for with the money arising from Osborne's gift.

Osborne's Gift.

Bridget Osborne, by her will (the date of which is not stated, but must have been many years previous to Somaster's gift), gave 50l. for the purchase of lands, one half of the income thereof for the benefit of a charity school at Exeter, and the other half for the charity school at Topsham.

It appears from a statement in a book relating to these charities, that this purchase of lands was never made, and that the charity school which had previously existed at Topsham, had ceased long before the death of Mrs. Osborne, but that Mrs. Knight, her executrix, in 1750, paid 25l. as a moiety of this gift, with interest, amounting in the whole to 35l. to Mr. Nicholas Peters, which was afterwards put out at interest, and that in 1777, the principal sum, and the accumulations of interest, amounting to 64l. 11s. 1d. were at that time united with the residue of the money arising from Somaster's gift.

About the year 1780, the trustees laid out 166l. 14s. 4d. arising from the surplus of Somaster's gift, beyond the consideration paid for Rushmore, and from Osborne's gift, in the purchase of 275l. three per cent consols.

Coleman's Gift.

Mary Coleman, by her will, bearing date 29th April, 1783, gave to John Shapleigh, junior, and two others, 50l. upon trust, to pay the same to the treasurer for the time

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being, of Mr. Semaster's charity in Topsham, to be applied towards carrying the said charitable design into execution.

In 1784, this legacy was laid out in the purchase of 85l. 2s. 1d. stock in the 3 per cent. consols.

Fowler's Gift.

Mary Fowler, who died in 1790, by her will, gave to the charity schools of Topsham, 40l. then in the hands of Mrs. Peters.

This legacy is accounted for as received, in the accounts of Mr. John Cawley, who acted as treasurer of these charities from 1781 to 1816, and may therefore be considered as forming a part of 179l. 12s. 11d. 3 per cent. consols, purchased by him in 1812, the residue of the consideration paid for that stock, being derived from a general balance in favour of these charities.

The stock arising from the above mentioned purchases, amounts to 540l. 3 per cent. consols, in addition to which, the sum of 72l. 10s. being part of a balance in favour of these charities, arising in the manner hereafter mentioned, was, in 1821, laid out in the purchase of 100l. in the same stock, making in the whole 640l. stock, now standing in the names of Nicholas Brand, Thomas Lodge and George Tincombe, three of the trustees of these charities, appointed in 1816, and the persons now acting as the treasurers of these charities.

In 1816, Mr. John Cawley, the treasurer, and only acting trustee (the other then surviving trustees not residing at Topsham), applied to Mr. Thomas Lodge to assist him in adjusting the accounts between him and the charities. An account had been previously made out by Mr. Cawley to 1812, which showed a balance due from him to that time of 13l. 16s. 4½d. The result of the account from 1812 to 1816, as made out with Mr. Lodge's assistance, charging Mr. Cawley with the above mentioned balance, and with the receipt of the rents and the dividends of stock, and giving him credit for payments made by him for the schooling of children and incidental expenses, was as follows :—

	£.	s.	d.
Receipts	134	10	4½
Payments	75	16	11½
Balance in favour of the charities	£58	13	5

Mr. Lodge also recommended to Mr. Cawley the immediate appointment of new trustees, which was accordingly done, at an expense to the charities of 16l. 6s. 8d., and in November, 1816, Mr. Cawley died. In his account to 1812, he had taken credit for a sum of 21l. being 1l. per annum for journies, postages and expenses attending the trust during the period of his treasurership, but this the trustees appointed in 1816 refused to allow, and the balance due from his estate was thus increased to 89l. 18s. 5d. That sum was afterwards paid by his widow, by instalments, to the treasurers, with the exception of 10l. which was lost, in consequence of Mr. Cawley's assets proving insufficient to discharge the whole of his debts, a dividend of 12s. in the pound being paid to the charities upon 85l. remaining unpaid of the above mentioned balance, in common with Mr. Cawley's other creditors.

When Mr. Cawley had the management of this trust, he used to pay 20l. a year to Mr. John Palmer, a schoolmaster of Topsham, for instructing 20 poor boys of that parish in reading, writing and arithmetic, and 8l. a year to a schoolmistress, for teaching 14 poor girls to read, knit and sew. In January, 1817, upon the commencement of the accounts of the newly appointed trustees, the balance due from Mr. Cawley's estate not having been then received, and a year's salary being due to Mr. Palmer, which was afterwards paid in August in the same year, it was thought prudent by Mr. Lodge and Mr. Nicholas Brand, two of the acting treasurers, to suspend the boys school, and they state, that they gave notice to Mr. John Palmer to that effect, allowing him half a year's payment from that time. There appears to have been a misunderstanding with respect to this proceeding on the part of Mr. Palmer, who continued to teach the same number of boys (but without any appointments of them, as vacancies occurred, by the trustees) till Midsummer, 1819, when being about to decline keeping school altogether, he made a demand on the trustees of 50l. for instruction afforded during two years and a half. After some discussion it was agreed by the trustees to pay him 30l. for which he gave a receipt as being due for teaching poor children to Midsummer, 1819. Mr. Palmer, at the time of our investigation in December, 1822, seemed to consider that he had still a claim for the remaining 20l. of his demand, but without entering more particularly into the subject of this controversy, it appears sufficient to say, that we conceive the above mentioned receipt, given by him, must be a bar to any such claim.

The salary of 8l. per annum to the schoolmistress, for teaching 14 girls, has been continued to the present time, with an additional allowance of 2l. 10s. for a school-

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room for the girls, from August, 1819, but nothing has been paid for the instruction of boys since the last payment to Mr. Palmer.

The trustees examined by us state, that there is at present, a school on the Madras system at Topsham, for boys and girls, supported by voluntary contributions, and by payments of 1d. per week by their parents; that this school contains about 60 boys and 50 girls, and is open for the reception of all the poor children of the parish on these terms; that they are apprehensive that the subscriptions to this establishment may at some future time fail, and therefore think it will be most advantageous to the parish, that the residue of the rents and dividends, now amounting to 31l. 14s. per annum, shall, after making the usual payments for the girls shool, be allowed to accumulate till the income shall amount to 50l. per annum, which will be sufficient for a permanent establishment of a boys and girls school, whenever the voluntary subscriptions shall fail.

With respect to these views of the trustees, it is necessary to observe, that although it may not be prudent to expend a larger portion of the funds than is required under the present opportunities of instruction for the poor of this parish, yet as there appears to have been no difficulty, during the period that Mr. Palmer taught the boys, in finding a sufficient number desirous of gratuitous education, we think that the trustees ought not to adopt their plan of accumulation, without first ascertaining that there are not boys in the parish, to the number of 20, as before, or even a larger number, who would avail themselves of the advantages of these charities.

The trustees hold an annual meeting in April, which is usually attended by the vicars of Clist St. George and Clist St. Mary, and the treasurer's accounts are then examined and audited. At the audit in April, 1822, there was a balance in favour of the Charities of 26l. 11s. 1d.; and it was then resolved, that no balances should in future remain in the hands of the treasurers, but that the sum then in hand, and the rents and dividends when received, should be placed in the Devon and Exeter savings bank, at interest. This resolution has since been acted upon, and at the time of our investigation, the balance in the savings bank, amounted to 36l. 4s. 4d.

Since this Report was drawn up, we have been informed by the trustees of these charities, that they have come to a resolution to educate 10 boys with the funds thereof at the school at Topsham, conducted on the Madras system.

Greenfield's Gift.

John Greenfield, by his will, bearing date 10th January, 1734, and proved in the court of the archdeacon of Exeter, by Nicholas Peters, one of the executors thereof, gave to the said Nicholas Peters and Samuel Elliott, 10l. to be yearly, and one year after another, applied as they should think fit, for such person, as for the time being, should be the minister of the Presbyterian meeting in the parish where he should die, and to such minister he gave one guinea for a funeral sermon; and after several devises of houses in Topsham, he gave the residue of his messuages, lands and hereditaments, and all his goods, leasehold estate, securities for money, and real and personal estate, not before devised or bequeathed, subject to the payment of his debts, legacies & funeral charges, to and to the use of Stephen Towgood, Nicholas Peters, and Samuel Elliott, their heirs, executors, &c. upon trust, to dispose of the same, and the interest thereof yearly, for ever, in the education and instruction of so many and such poor children in the Presbyterian way, and in buying and providing for them the catechism, called the Assembly's Catechism, and such other books; and also to give occasionally, on any emergency, to such minister or ministers of the Presbyterian denomination, whose incomes or places were mean, or but small or low, such sums of money as the said trustees should think fit, and he appointed the said three persons his executors.

By a codicil, bearing date 18th October, 1737, the said testator confirmed his will, except that he excluded the said Samuel Elliott from being one of his executors, in trust; and directed that his other two executors, Mr. Towgood and Mr. Peters, should have full power to choose a third person in his room for an assistant to them in the execution of the trust; and reciting, that he had in his will, ordered that part of his estate should be bestowed in the education of some poor children, he desired that such children should be so educated by his friend and kinsman, Mr. John Weare, schoolmaster in Topsham; and he also requested that such poor sailors as should be taken or cast away, and should in the opinion of his executors, become real objects of charity, should be supplied with shirts, shoes and stockings, as they should see needful and proper; and he thereby gave a house, wherein Robert Bending then lived, and two tenements in the long entry, to Ann Norris and Elizabeth Weare, equally between them, and to their heirs; and he gave to John Westcot, and his heirs, the dwelling house wherein he then lived, with the bakehouse and outhouses thereto belonging, paying out of the same yearly, 20s. per annum to his trustees, as a high rent for ever; and he gave amongst other legacies, to the trustees of the meeting house of the place where he should die, 10l. to be disposed

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of for the benefit of the said house, and the support of the minister; and he requested, that if there should arise any disagreement between his trustees, concerning the distribution of his goods, &c. designed for charitable uses, his friend Mr. Nicholas Peters might have the sole determination thereof, he having frequently communicated his mind to him concerning those things.

By indenture, bearing date 29th November, 1779, between Macaiah Towgood, clerk, of the first part; Jonathan Green, executor of Stephen Towgood, of the second part; and Thomas Huckell Lee, esquire, John Jervis, clerk, James Perry Bartlett, clerk, and Richard Rennell, of the third part; reciting, that John Greenfield, by his will in 1734, gave the residue of his lands and personal estate to the use of Stephen Towgood, Nicholas Peters, and Samuel Elliott, their heirs, executors, &c. upon the trusts therein declared, and made the said three persons, his executors; and by a codicil, dated in 1776, directed that the said Samuel Elliott should be excluded from the trust; and that the said Nicholas Peters alone proved the said will and codicil; and reciting, that by indenture, dated 1st August, 1739, John Westcott, a devisee in fee under the codicil of the said John Greenfield, of a dwelling house in Topsham, with a bakehouse and outhouses, subject to a payment of 20s. per annum to his trustees, as a high rent, being at the death of the said John Greenfield indebted to him in 130l. whereof 100l. was then due, for securing the payment of that sum, mortgaged the said tenement and premises to the said Nicholas Peters, for the term of 1,000 years; and reciting, that by indenture, dated 19th October, 1739, Elizabeth Weare and Anne Norris, in consideration of 40l. part of the residuary estate of the said John Greenfield, by the direction of the said Nicholas Peters, granted a mortgage for 500 years to George Abraham Gibbs, of a messuage in Topsham, then in the possession of John Kingston; another messuage then in the possession of one Croft, and a house wherein Robert Bending then lived, and the two tenements in the Long Entry in Topsham, and all other the lands in Topsham, given by the will of the said John Greenfield to the said Elizabeth Weare and Ann Norris, in trust, for the said Nicholas Peters, to secure the payment of the said 40l. with interest; and reciting, that by indenture, bearing date 12th November, 1747, between Nicholas Peters and Benoni Peters, and others, executors of said Nicholas Peters, of the first part; the said George Abraham Gibbs, of the second part; and the said Stephen Towgood, of the third part; in which it was recited that the debts, legacies, and funeral charges of the said John Greenfield had been paid, that the said sums of 100l. and 40l. with some arrears of interests were then due on the respective mortgages, and that the said Stephen Towgood had in his hands 50l. part of the residuary estate of the said John Greenfield, which said sums were taken by the said Stephen Towgood, to be the whole residuary estate and effects remaining to be disposed of on the trusts of the said John Greenfield's will, the said Nicholas Peters and Benoni Peters; the said George Abraham Gibbs respectively assigned the two above mentioned mortgages to the said Stephen Towgood, upon the trusts of the said will; and reciting, that the said Stephen Towgood, in 1777, lent the above mentioned sum of 50l. to the said Jonathan Green on his promissory note; and that the said Stephen Towgood had since died, having by his will, dated in 1777, given to the said Micaiah Towgood, all the said Mr. Greenfield's real and personal estate, and appointed the said Micaiah Towgood to be his successor in the trust, and made the said Jonathan Green and Joseph Wakeford his executors, and that the said Jonathan Green alone proved his will; and reciting, that the said 50l. was then due on the said promissory note, but that all interest was paid; and that it was agreed, that such note should be delivered to the said Jonathan Green, on his giving his bond to the said Thomas Huckell Lee, and the said parties of the third part, conditioned for the payment of the said 50l.; it was witnessed, that for preserving the said trusts, the said Micaiah Towgood assigned to the said Thomas Huckell Lee, and the other parties of the third part, the before mentioned mortgaged premises, for the residue of the said respective terms of 1,000 and 500 years, and subject to such trusts as the said Micaiah Towgood then held the same upon; and the said parties of the third part, thereby acknowledged that the said Jonathan Green had that day entered into a bond in the penalty of 100l. for securing the payment of the said sum of 50l.

By indenture, bearing date 25th May, 1795, the said Thomas Huckell Lee, John Jarvis, and Richard Rennell, as the surviving trustees under the above mentioned deed, assigned the said mortgages and the said Jonathan Green's bond to the minister, for the time being, of the dissenting congregation at Topsham, and ten trustees, by name (of whom two only, Mr. Charles Lisson and Mr. Thomas Purchase, are now living), their executors, &c. upon such trusts as the assignors then held the same.

The only property which can be traced as having been derived from this gift, consists of several small tenements, with a workshop, which was formerly a bakehouse,

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in a court in the parish of Topsham, being probably a part or the whole of the premises mortgaged by the said John Westcott, Elizabeth Weare, and Ann Norris, to Nicholas Peters, the executor. These are now let to Robert Oke, as yearly tenant, at 10l. per annum, subject to a deduction of 6s. 6d. for land tax, and to the expense of repairs, which greatly reduce the rent. The present tenant has held the premises about two years, previously to which the rent was 14l. per annum, but 13l. 10s. was lost by the inability of the then tenant to pay that rent. The clear rent, after allowing these disbursements, is paid to the Rev. John Follett, the minister of the Presbyterian congregation at Topsham, as part of his salary, and has been so disposed of since Mr. Follett became minister, in 1797. The above mentioned bond for securing the 50l. lent to Jonathan Green, is also in the hands of Mr. Follett, but nothing has been received from it for many years, Green, the obligor having long since died insolvent.

We are informed, that about 40 years ago, a person of the name of Brown, one of the Presbyterian congregation at Topsham, lived on the above mentioned premises, and instructed some children there, but it is not known whether he received the whole income of the charity.

It appears from an account produced to us, stated to be the account of Mrs. Jane Hayman, late Jane Bartlett, widow and executrix of James Perry Bartlett, (who was one of the trustees appointed in 1779), that a great part of the charity premises having been destroyed by fire, sums were laid out by Mr. Bartlett, in 1786 and 1787, in rebuilding them, to the amount of 69l. 9s. 3d. of which 10l. 12s. 10d. had been received from an insurance office; and the rent of the premises, at 9l. per annum, subject to disbursements, is stated in this account to have been received by Mr. Bartlett, from 1786 to 1796, to reimburse him for the sums thus expended. Upon this account a balance appears in favour of the charity of 22l. 9s. 1d. A letter from Mr. John Hogg, one of the trustees appointed in 1795, dated in August in that year, to Mr. Hayman, of Honiton, was also produced to us, stating an omission in this account, and requesting that the balance might be paid.

Mr. J. P. Bartlett was the minister of the Presbyterian congregation at Topsham; but it may be recollected from these documents, that he was not considered as having any claim to the rents of the premises in that character. Mr. Follett, however, states that no intimation was ever made to him by the trustees, of their being applicable to any other purpose than the payment of his salary, as minister. Mr. Follett also informs us, that the Presbyterian congregation at Topsham is small, and the income of the minister very limited; but the primary object of the donor appears to have been the education of poor children, and sums were directed by him to be given to Presbyterian ministers, only occasionally, and in case of emergency. It may also be observed, that the circumstance of the donor having specified an additional trust in his codicil, in favour of poor sailors, tends to show that he expected the produce of his residuary estate to be larger than it afterwards proved to be. As the trust deeds do not set forth the trusts of Mr. Greenfield's will, it is not improbable, that in consequence of the rents having been for several years previous to 1795, applied towards rebuilding the premises, the trustees appointed in that year were ignorant of the original objects of the charity; but as it now appears from the will what those objects were, we conceive that the income of it, however small, ought to be applied under the superintendance of the trustees, according to the donor's direction.

There is at present no Presbyterian school at Topsham, but many of the children of parents of this persuasion attend the school in this parish on the Madras system, supported by voluntary contributions. Mr. Follett states, that he was a subscriber to a Sunday school, for the children of Presbyterians, from 1797 till 1810, when that school ceased; and that he has given Bibles, Testaments and other religious books, amongst the poor of his congregation, as occasion seemed to require; but that these acts were done by him voluntarily, and without reference to the trusts of Greenfield's will, which were unknown to him.

Elliott's Gift.

Samuel Elliott, by his will, bearing date 17th October, 1768, gave to Nicholas Peters, Abel Thomas, and Aaron Pitts, then minister of the Presbyterian meeting house, in Topsham, 400l. on trust, to invest the same in the public funds, and to apply the dividends, (after deducting the necessary charges, and one guinea and a half a year, to be paid to the minister of the said meeting, provided he should preach two sermons therein in the year, on the benefit of educating children), in teaching poor children residing in Topsham, to read and write, to be from time to time appointed by his trustees, without respect to religion or party; and upon the death of the said Aaron Pitts, he directed, that the then minister of the said meeting should be a trustee in his room; and that upon the death of either of the other trustees a new trustee should be appointed by the survivor, to be approved of by the minister, for the time being, so that there should be constantly three trustees, in

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whose names the said stock should stand in the public funds.

A new appointment of trustees took place in 1807, of whom seven are now living.

The above mentioned legacy was laid out in the purchase of 452l. 12s. 5d. stock, in the three per cent consols, which now stands in the names of three of the trustees, the dividends on which amount to 13l. 9s. 6d. per annum, after deducting commission. The annual sum of 1l. 11s. 6d. is paid to the Rev. John Follett, for preaching the sermons on education, prescribed by the donor, and the rest is applied for the purposes of education. We are informed, that the number of children educated was usually eight, previously to 1807. In that year 10 children were placed with Mr. Palmer, a schoolmaster of the established church, after the rate of 1l. for each child, books and stationery being provided by the parents. In 1814, the number of children was increased to 12. In 1819, Mr. Palmer resigned his school, and the children have been since sent to Messrs. Sheppard and Densham, his successors. In 1820, the number of scholars was raised to 13. The present scale of expenditure exceeds the income of the charity, but the trustees are at present enabled to maintain it, in consequence of a small sum accumulated before the number of scholars was increased, and also in consequence of a return of property-tax, to the amount of 10l. 2s. 6d. in 1813, and of 1l. 16s. in 1815. The balance in favour of the charity, in July, 1822, was 12l. 5s. 5d.

The children are appointed, as vacancies occur, by one of the trustees, it being required only that the parents should be poor inhabitants of the parish. They are taught reading, writing and arithmetic.

COLLIER'S GIFT.

Ann Collier, by a codicil to her will, bearing date 9th August, 1777, gave to William Spicer, John Shapleigh, Robert Collier, and Richard Rennell, of Topsham, and William Bidwell, of the parish of St. Thomas, 500l. three per cent. consols, then standing in her name, upon trust, to apply the dividends thereof for binding out poor children of parents residing in the parish of Topsham, to some trade or business, or to the sea, without respect to any party or sect, where it should appear most needful, and the parents and children most deserving, the children being of such parents as should not have received any parish relief within three years next before their being so bound out; and she directed that not more than 10l. should be given for binding out any one apprentice; and that in case of the death of any of the trustees, the survivors should from time to time appoint others, by writing in a book to be kept for that purpose, so that there might be constantly five trustees into whose names the said three per cent consols should be from time to time transferred: And she directed her trustees to deduct all costs and charges they might be put to, in relation to the said trusts, but no costs for entertainments or meetings: And she desired her trustees to keep in the said book an account of their receipts and payments, and make entries of the names of the children who should receive any benefit of the charity, and the names of their parents, and all their transactions, to be signed once a year or oftener, and a duplicate of such book to be from time to time left in the parish chest.

The above mentioned stock, together with the addition of 25l. purchased in 1801, a small additional donation having been then received from Mr. Savory Dorrington, stands in the names of four trustees, the annual dividends of which are 15l. 15s. The trustees have been renewed from time to time, and there are four now living who expend the annual income of the charity, after deducting the banker's commission, in apprenticing the sons or daughters of such poor persons of Topsham as are not burdensome to the parish. Premiums of 5l. are given, one moiety of which is paid to the master or mistress on the execution of the indenture, and the residue at the end of the first year of the term; the expense of each indenture, being about 10s. 6d. is also defrayed out of the funds of the charity.

A book is kept by one of the trustees, who acts as treasurer, containing the names of the children apprenticed, and the account of the receipt and expenditure; the latter is audited, not annually, but occasionally, according to the convenience of the trustees, the last audit having taken place in June, 1818. At the time of our inquiry, there was a balance of 6l. 19s. 2d. in the hands of Mr. William Ranney, the treasurer; another half-year's dividend would become payable in the month of January, in the present year, and claims to the amount of 10l. would be due in respect of the moiety of four premium on indentures, made in the early part of 1822.

KENNAWAY'S GIFT.

William Kennaway, by a codicil to his will, bearing date 16th May, 1792, gave to the poor of the parish of Topsham, 100l. to be invested on government or other securities, the interest of which he directed to be distributed yearly, about Christmas, in bread, to the poor of the said parish, appointing his executors and their descendants trustees of the same.

At the time of our inquiry, the above mentioned legacy had not been invested, ac-

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cording to the directions of the testator. Interest for it, after the rate of 4l. per annum, has, however, been paid by Mr. Kennaway's executors, and bestowed in bread amongst the poor of the parish, the last distribution having taken place at Christmas, 1822, when the accumulation of two years interest was thus disposed of. We thought it our duty to suggest, that the principal sum should be either laid out in the purchase of stock, or deposited in a savings bank, and we were assured that our recommendation would be attended to.

Short's Gift.

William Short, by will, bearing date 11th December, 1801, and proved in the prerogative court of Canterbury, gave to the minister and churchwardens of the parish of Topsham, for the time being, 50l. to be by them put out on good security, and the interest given away, in bread, twice in the year, half on the 24th of December, and the other half on the 24th of June, to such seamen's families of the church of England, and natives of Topsham, as should have no parochial relief from the said parish.

The testator died in May, 1802, and the above mentioned legacy was shortly afterwards laid out in the purchase of 83l. 1s. 8d. three per cent consols, now standing in the names of the Rev. James Carrington, and two others. The dividends, amounting to about 2l. 10s. per annum, are distributed half yearly, in bread, at Midsummer and Christmas, amongst poor seamen of Topsham and their families, at the discretion of the minister and churchwardens.

Gift of Townson and Gibbs.

William Townson, by his will, bearing date 23d June, 1810, reciting, that he was possessed of the fee simple of a house at Topsham, with a little garden behind, in his own possession, with several houses adjoining, devised the same to William Gibbs, and his heirs, subject to a clear annuity of 4l. a year, for ever, to be paid to the minister and churchwardens of Topsham aforesaid, for the time being, to be by them bestowed in bread, to be distributed yearly, to such poor persons of the said parish of Topsham as they should judge fit objects to receive the same.

This gift was void, under the mortmain act, but Mr. *William Gibbs*, the devisee of the property, being desirous to carry into execution the intention of the testator, by indenture, bearing date 4th July, 1822, and enrolled in the court of chancery on the 7th of September, in the same year, between himself, of the one part; and William Tozer and ——— Trobridge, churchwardens of Topsham, James Jackson and John Wood house, overseers, and all succeeding churchwardens and overseers, of the other part, gave and granted unto the said present and future churchwardens and overseers, for the time being, a clear yearly rent charge of 4l. to be issuing out of three messuages and lofts, then converted into five dwelling-houses and lofts and cellars, two of which dwelling-houses were situate in the High-street of Topsham, and the other dwelling-houses and lofts and cellar near the lane called Passage-lane, in Topsham aforesaid, upon trust, that the same churchwardens and overseers of the poor, should, yearly, for ever, at Christmas, lay out the same rent charge, in the purchase of bread, and distribute the whole of such bread among such poor persons of the said parish of Topsham, as they in their discretion should think proper.

The above mentioned premises are still the property of Mr. Gibbs. Bread, to the amount of 4l. per annum, has been distributed, from the time of Mr. Townson's death, amongst the poor people of the parish.

Church Lands.

By deed, bearing date 4th September, 5 Henry VII, *William Atwill* and *William Cowell* granted and confirmed to Nicholas Holland, esquire, and others, a tenement or cellar, with a garden adjoining, situate in the town of Topsham, between the King's highway, leading from the city of Exon, to the crane of Topsham on the east, the churchyard of the parish church of Topsham on the north, a tenement or cellar of Henry Hull on the south, and the road leading from the north door of the said church, towards the said crane, on the west, which premises had been granted to the said William Atwill and William Cowell, with others, by William Dawe, chaplain, and were formerly the lands of Edward Jolliffe.

By indenture, bearing date 22d September 1679, John Drake and others, as surviving feoffees of the lands belonging to the parish of Topsham, conveyed to Josias Shere, and others, and their heirs, the tenements, cellar, stable, courtlage and garden, in the town of Topsham, between the highway leading from Exeter to Topsham on the east, the church-yard of Topsham on the north, a tenement of George Hodder on the south, and the church porch of Topsham, and the cliff there, lying towards the quay of Topsham, on the west; and also a tenement in the said town, having the church gate of the church-yard, towards the street, on the east, the lands of the dean and chapter of Exeter on the north, and the church and church-yard on the west and south, upon trust, as often as occasion should require, to employ the fines, rents and profits, of the said premises, for the necessary maintenance and re-

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pairs of the parish church, and for providing decent and necessary ornaments for the said church, the same to be provided by the churchwardens, in such manner as had been theretofore accustomed.

The last appointment of feoffees of these lands was by deeds of lease and release, bearing date 17th and 18th October, 1792, under which seven trustees are living.

This property now consists of:—

1st.—Several small houses, some of which front to the street of Topsham, and the others are in a court behind. These premises adjoin to the church-yard, and are now holden by Mr. George Dennis, under a lease from the feoffees of the church lands, and the minister and churchwardens of Topsham, bearing date 14th March, 1805, for 99 years, determinable on three lives, all of which are now is existence, at the yearly rent of 10l. 10s. The lease contains a covenant from the lessee to build, within two years, a good dwelling-house and shop, where the dwelling-house then stood, and to make a dwelling-house of what was Mr. Lisson's shop; and we are informed that this covenant was performed. Their present annual value is said to be about 15l. The rent is received by the churchwarden of Topsham, and carried to his general account.

2.—The moiety of a tenement adjoining the church yard, described in the existing lease as comprising a kitchen, hall and shop, and three chambers over, with a little wood-house and well, and all the curtilage of the said tenement. These premises are now holden by Mr. Robert Davy, under a lease bearing date 9th July, 1812, and purporting to be granted to him, in consideration of a fine of 25l. by William Francis Spicer, the Rev. James Carrington and 10 others, the then surviving feoffees, but executed only by Mr. Carrington and four others, for 99 years, determinable on three lives, at the yearly rent of 5s. This lease was granted by auction, and the fine of 25l. was paid to Mr. Carrington, as one of the feoffees; but the receipt of it appears to have escaped his recollection, as it was not paid over by him to the churchwardens. This sum is, therefore, still due from Mr. Carrington to the churchwardens account, and he has offered to pay it by instalments.

The reserved rent of 5s. had not been paid by Mr. Davey, from the time of granting the lease to the time of our investigation, in December, 1822; but we have since been informed, that these arrears have been paid by him to the churchwarden. The clear annual value of these small premises is stated to be not more than 2l. per annum.

PARISH OF UPTON PYNE.

POOR'S MONEY.

A deed-poll of the Exeter turnpike trust, for securing 50l. with interest at 4 per cent., was produced to us by the churchwarden of this parish, upon which was an endorsement, purporting that it had been purchased with money given by sundry persons, for the benefit of poor housekeepers of the parish of Upton Pyne, and commonly called gift money.

There is also a sum of 10l. belonging to the poor of this parish, deposited in the Exeter bank, at three per cent, but which it is proposed to place in the Devon and Exeter savings bank.

The returns made to Parliament in 1786, state the donations to the poor to have amounted to 80l. 3s. 6d. and that all the money which then remained from them was 59l. 13s. 11d. of which 50l. had been laid out in a deed poll of the Exeter turnpike, and the rest was then in the church coffer. Amongst these donations is one of 10l. given by Thomas Weare, for books, and for teaching poor children. The sum of 8s. a year used to be paid out of the interest of the charity money for this purpose; but this has been for some years discontinued, a school for twelve poor children of the parish have been maintained by private charity.

WILLIAMS'S GIFT.

Nicholas Williams, by his will, bearing date 1st May, 1803, gave to the poor of this parish, 100l. the interest whereof was to be given, annually, to the poor, for ever. This sum, after deducting the legacy duty, appears to have been invested, in 1806, in the purchase of 141l. 18s. stock in the three per cent consols, which now stands in the names of trustees, and produces a dividend of about 4l. 5s. per annum.

The annual income arising from the above mentioned sources, amounts to 6l. 11s. which is distributed on Good Friday, at a meeting of the rector, churchwardens and chief parishioners, either in bread or clothing, among all the poor of the parish, according to their wants, and the number of their families. A list is kept by the churchwarden of the persons who partake of the distribution, and of the sums given to each; and if any surplus remains, it is carried on to the account of the following year.

PARISH OF WHITSTONE.

CHURCH HOUSE AND SPLATT'S GIFT.

By indenture of feoffment, bearing date 25th September, 1752, between Burnell Townsend, John Splatt, and others, surviving feoffees of a house, called the Church House, near the church yard of Whitstone, containing 40 feet in length, and 20 feet in breadth, of the first part; Manister Bernard, clerk, rector of Whitstone, and two

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others, parishioners or owners of land in the said parish, of the second part; and John Holmes, of the third part; reciting an indenture of feoffment of 18th March, 13 Ann, whereby the said church house was conveyed to the parties of the first part, with others, for such pious and charitable uses as they and their heirs should think fit and necessary; and reciting, that the surviving feoffees had contracted with the said John Splatt for the conveyance of the said church house to the said John Holmes, in trust, for the said John Splatt; in consideration whereof, the said John Splatt had agreed to pull down the said house, and to build another on the site thereof, and make it convenient for habitation; and when such house should be rebuilt, to charge some lands of inheritance with an annuity of 40s. or such other yearly sum as he should think fit, for the endowment of the said house, and for promoting such charitable uses as he should by deed or will appoint; it was witnessed, that in consideration of the premises, the parties of the first part granted and enfeoffed to the said John Holmes, and his heirs, the said church house (excepting free liberty to the parishioners to use the said house for the transacting the public business of the parish), in trust for the said John Splatt, and his heirs, for the charitable uses by the said John Splatt to be appointed.

By indentures of lease and release, bearing date 19th and 20th October, 1753, and enrolled in chancery, between the said John Holmes, of the first part; the said John Splatt, of the second part; and John Holmes the younger, Burnell Townsend, and 16 others, of the third part; reciting the above mentioned indenture, and that the said new house had been erected, but was not then completely finished, the said John Holmes the elder, by the direction of the said John Splatt, conveyed to the parties of the third part, and their heirs, the said new house, containing 40 feet in length, and 20 feet in breadth; and the said John Splatt, in consideration of 5s. conveyed to the said parties of the third part, and their heirs, two fields, part of the barton of Polesloe, called Drake's ground, in the parish of Heavitree, upon trust, that the said trustees should permit the rector, churchwardens, overseers and inhabitants of Whitstone, to meet in the said house to transact the public business of the parish, and that five rooms of the said house should be made use of for the habitation of five such old, decayed, aged or infirm people, men or women, married or unmarried, of the said parish, who should have no relief, of the said parish, or any thing whereby to maintain themselves but their labour, as the major part of the trustees should appoint and place therein, for so long a time as the trustees should think fit; and that if any of such men or women should apply and be relieved by the said parish, they should be immediately removed, and others placed in their room; and that the remaining part of the said house should be for ever used for an English school for poor boys and girls, children of such people of the said parish as should have nothing whereby to maintain themselves but their labour, or orphans of such labouring people, to be taught to read, and for the children of none others, and for a habitation of a master or mistress of the said school, such children and master or mistress to be nominated as the major part of the trustees should think fit, and to be removed as often as the major part of the said trustees should think fit; and upon trust, that the rents and profits of the said fields should be applied, first, in repairing the said house; next, in paying 5s. a piece to such occupier of each room as should be placed in the said house as aforesaid, on Christmas-day, yearly; and that the residue of the rents and profits should be employed by the trustees in paying the master or mistress for teaching the scholars, and in benefiting of the said school, as the major part of the trustees should think fit, with a proviso, that when any of the then appointed or future trustees should be dead, or should relinquish the trust, the trustees, as in their discretion they should think fit, before such trustees should be reduced to the number of seven, might convey the said house and fields to other persons, to make up the number of 18, and that when they should be reduced to five, they should, within two months, convey the same premises so as to make up that number; and it was declared, that the rector of the parish of Whitstone, for the time being, should not be chosen a trustee of the charity, but should for ever be excluded therefrom.

The last trust deed bears date in 1799, whereby William Holmes, and three others, as surviving trustees, conveyed the same premises to James White, esquire, Thomas Northmore, esquire, and 12 others, and their heirs, to the use of all the parties thereto, upon the above mentioned trusts. The deed is executed by all the parties except Mr. Northmore. Of the trustees then nominated, Jas. White, Wm. Northmore, the Rev. Thos. Hole, Thomas Sowdon, Wm. Splatt, Simon Earland, Thomas Dadd and Burnell Townsend, are still living.

The house at Whitstone contains a schoolroom, with a small room over it, used for the habitation of the schoolmaster and mistress, and five other rooms, four of which were at the time of our inquiry (February, 1823) inhabited by as many poor men or women of the parish, appointed by the trustees, and the fifth was unoccupied, in conse-

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quence of there having been no application for it by a person qualified, according to the provisions of the trust deeds. In 1812, two persons who had children, and two others who were receiving relief, were on those grounds excluded from the house, and none of its inhabitants have since been burdensome to the parish.

The two fields in the parish of Heavitree contain 6A. 1R. 38P. and were let by private contract, after an auction had been holden, to William White, upon an agreement for a term of 14 years from Lady-day, 1822, at the annual rent of 30l. White had, at the time of our inquiry, paid his half-year's rent, due at Michaelmas, 1822, but had refused to execute his lease, conceiving that the rent was too high. These fields were let for 29l. per annum previously to 1813; in that year they were taken at an auction by Thomas Wood, for 14 years, at the rent of 44l. In July, 1816, the trustees reduced the rent to 33l. which was paid to Lady-day, 1821; but the tenant becoming insolvent, they accepted a surrender of the lease at Lady-day, 1822, and also consented to receive a composition of 7s. in the pound on the last year's rent.

The rents are applied, in the first instance, to the repairs of the house, and the fences of the fields. The sum of 5s. is paid, at Christmas, to each of the poor inhabitants of the almshouse, and a salary of 20l. per annum is paid to the schoolmaster. This appears to have been the usual amount of the schoolmaster's salary, until Lady-day, 1817, when it was increased to 24l.; but the master having been guilty of misconduct, retired from the school in 1821, and a successor was appointed, with a salary reduced to its former amount. The only other expense, with the exception of that incurred on the occasional letting of the fields, arises from the insurance of the house, which amounts to 16s. per annum.

All the poor children of the parish, whose parents think fit to send them to school, are taught reading and spelling, and a few of them have been instructed in writing; the girls are also taught to work by the schoolmaster's wife, for which she is permitted to make a charge, but the parents are in general so poor, that very little is received from them.

Thomas Sowdon, esquire, one of the trustees, has acted as receiver of the rents since 1812; his accounts were not audited until April, 1822, when a balance of 24l. 14s. 8d. was found to be due to the charity. Between that time and February, 1823, he had received half a year's rent from the tenant of the land, amounting to 15l. and had disbursed, including the schoolmaster's salary, due at Christmas, 30l. 3s. 11d. leaving a sum of 9l. 10s. 9d. due from him. Mr. Pidsley, solicitor of Exeter, had also received, on account of the charity, 11l. 11s. being the amount of the composition due from the late tenant, subject to a demand of Mr. Pidsley, upon the trustees, for the expenses attending the last letting of the premises.

A complaint was made to us by Mr. Burnell Townsend, one of the trustees, that the deeds and other documents relating to the charity, which were formerly suffered to remain under the care of the schoolmaster, had been lately removed to the house of Mr. Sowdon. The removal, however, appears to have taken place with the sanction of all the trustees, except Mr. Townsend, and we cannot but think that these evidences must be considered more properly deposited with one of the trustees than with the schoolmaster.

The accounts appear to be kept with regularity, but it is desirable that they should be more frequently audited.

BEST'S GIFT.

It is stated on a tablet, erected in the church of this parish to the memory of *Ann Best*, that she died in 1713, having given to such poor of the parish as were not chargeable 40l., to be lent at interest by the minister and churchwardens, who were to distribute the income at Christmas, among poor persons, especially widows, as they should think fit.

JOHN SOWDON'S GIFT.

It is also recorded on another tablet, that *John Sowdon*, who died in 1718, gave to the poor of Whitstone 10l. the interest whereof was to be paid at Easter yearly. It appears from an entry in the parish book, bearing date 17th April, 1797, that 65l. which was probably composed of the two sums given by Ann Best and John Sowdon, together with a sum of 15l. mentioned in the returns made to Parliament in 1786, the donor of which was unknown, having been lent at interest to Mr. Gregory Jackson, then deceased, had been paid by his executor, and had been invested in the purchase of 114l. 10s. 9d. stock in the three per cent consols, in the names of trustees, producing a dividend of 3l. 8s. 8d. These trustees are now dead, and at the time of our inquiry steps had been taken for procuring a transfer from the executor of the survivor to the Rev. Charles Brown, the rector of this parish, and two other trustees. The dividends, subject to a deduction of 2s. per annum for banker's commission, are usually distributed in January or February, after notice given on a Sunday by the rector and churchwardens, when all the poor

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persons of the parish who attend at the church receive from 1s. to 2s. each, and such as are prevented by infirmity from being present have their portions sent to them. No distribution took place in 1822, because the rector, being aware of the death of the trustees, supposed that the dividends would not be paid until the stock had been transferred to new trustees. The dividends having been paid to January, 1823, the rector, after deducting 2l. 18s. 8d. for the expenses attending the measures taken for obtaining the new transfer, distributed on Sunday the 9th of February last, the residue amounting to 3l. 14s. 8d. amongst the poor.

THOMAS SOWDON'S GIFT.

Thomas Sowdon, as appears from a tablet in the church of this parish, who died on the 9th of December, 1733, gave, by will, an annuity of 3l. issuing out of a tenement called Higher Southway, in the parish of Whitstone, to be distributed by the minister and churchwardens thereof, yearly, on Easter day, for ever, amongst 40 of the poorest families and housekeepers of the same parish, after the rate of 1s. 6d. to each family; and he directed, that the name of each poor person, who should receive a portion of the said annuity, should be entered yearly on the poor book, by the said minister and churchwardens.

The above mentioned annuity is paid, on Easter-day, to the rector of the parish, by Thomas Sowdon, esquire, the proprietor of the estate called Higher Southway, and is distributed by him, and the churchwardens, on the following Sunday, amongst 40 settled and resident poor persons of the parish, in sums of 1s. 6d. a piece. A list is kept of these poor persons, who, when once appointed, continue to receive the charity for life, provided they remain in the parish.

HUNDRED OF BLACK TORRINGTON.

PARISH OF BEAWORTHY.

POOR'S MONEY.

The Returns made to Parliament in 1786, state several small donations to the poor of this parish, amounting in the whole to 16l. of which 3l. are there mentioned to have been lost.

The annual sum of 13s. as the interest of these gifts, was formerly given by the overseers of the poor out of the poor's rates, to as many poor men of the parish, in the proportion of 1s. to each, at the meeting about Lady-day, for passing the parish accounts; but for the last five years, 16s. have been so distributed.

PARISH OF BLACK TORRINGTON.

SPECCOTT'S GIFT.

By indenture, bearing date 20th May, 1665, between Edmund Prideaux, esquire, and two others, of the one part, and Wm. Penrose, and several others, of the other part; reciting, that *Peter Speccott*, deceased, by writing under his hand, gave to the said Edmund Prideaux, and the other parties of the first part, 180l. to be bestowed by them in lands or otherwise, as they should think fit, for the raising of some yearly benefit for the poor of the parishes of Holsworthy and Black Torrington for ever; five parts in nine of such benefit to come to the poor of Holsworthy, and the other four parts to the poor of Black Torrington; and further reciting, that the said Edmund Prideaux, and others, deeming it to be for the advantage of the poor of the said parishes, had purchased for 180l. the inheritance of a house or room called the Malthouse, parcel of a tenement in Black Torrington, called Ley, and the closes, part of the said tenement, called the Church Park, the Quarry Park, the East Park, and the Lendy Meadow under the East Park; the parties of the first part, in performance of the trusts reposed in them, granted and enfeoffed the said premises to the parties of the second part, and their heirs, upon trust to distribute yearly for ever, five parts in nine of the rents and profits thereof, amongst the poor people of the parish of Holsworthy, towards their better support and maintenance, in such manner and at such time and place in Holsworthy as they should think fit, for the most benefit of the said poor, and yearly for ever to distribute the other four parts in nine of the rents and profits of the same premises, amongst the poor people of the parish of Black Torrington, towards their relief and maintenance, in such manner and at such time and place in Black Torrington, as they should think for the most benefit of the said poor, with a power of appointment of new trustees when the number should be reduced to four.

The last trust deeds of this charity bear date 3d and 4th December, 1792, whereby eight trustees were appointed, four of each

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of the above mentioned parishes, six of whom are now living.

The property of the charity consists of a cottage, supposed to have been formerly the malthouse mentioned in the deed of 1665, and 16 A. 1R. 1P. of land, now in the occupation of John Parnicot, under a lease for 14 years, from Lady-day, 1812, granted by auction, at the yearly rent of 33l. In 1816, it was found necessary to reduce the rent to 25l. and in 1821, to 20l. which is stated to be the fair value of the premises. The rent previously to 1812 was 12 guineas. Allowances are made to the tenant by the trustees for the repair of the walls and roof of the house; and after payment of these outgoings, the rent, which is received by the Reverend William Holland Coham, one of the trustees, is divided, five-ninths being appropriated to the poor of Holsworthy, and the remaining four-ninths to the poor of Black Torrington.

The application of the part applicable to the poor of Holsworthy, will be stated in the account of the charities of that parish in the present Report.

The division of the rents for the year 1822, was as follows :—

	£.	s.	d.
Rent to Lady-day, 1822	20	0	0
Allowance to the tenant for repairs, part of the wall of the house having fallen downs, and having been rebuilt	5	4	3
	14	15	9
Five-ninths to Holsworthy	8	4	2
Four-ninths to Black Torrington	6	11	4
	£14	15	6

The portion of the rent belonging to Black Torrington, is distributed yearly by the Reverend Mr. Coham, who resides in that parish, after evening service, on a Sunday shortly after Christmas, previous notice having been given amongst poor labourers of the parish not receiving parochial relief, in small sums proportioned to the numbers of their families, and a list of the names of the persons receiving the charity is entered in a book kept for that purpose.

CHURCH LANDS.

The earliest deed produced to us relating to these lands, is an indenture of feoffment, bearing date 20th February, 1662, whereby John Brand, and two others, granted and enfeoffed to Samuel Lovels and others, and their heirs, two closes, one of which was called the Long Park, and the other, Splatt's Park; another close, called Reed Park; two other closes, one of which was called the Little Meadow, and the other, Trebell's Hay; another close, called the Close above the Well; a house, and the moiety of a garden, then in the tenure of Peter Soper; a house and garden in the tenure of Richard Jeffery; two houses, and the halfendeal of a garden, then in the tenure of Lewis Hatherleigh; another house, and the moiety of a garden in the tenure of Sideack Brown; a house, and the moiety of a garden in the tenure of Ann Hayward; a house, garden and parcel of land, in the tenure of J. Rowcliffe; a house & garden in the tenure of William Burdon; and another house above the Well, in the tenure of Mary Small, all in the borough of Black Torrington, which they had of the feoffment and gift of John Coham, deceased; to hold to the said Samuel Lovies and others, for the use and benefit of the church of the parish of Black Torrington, or for any other use which might occasion in that parish.

Seven feoffees are now living under the last trust deed of this property.

The rents and fines are received by the Reverend W. H. Coham, one of the feoffees, and paid over by him to the churchwardens, by whom they are carried to their general account. Occasional church rates are raised in the parish, and the churchwardens accounts are usually examined by the parishioners every year. The fine of 45l. received from H. Marsh for the lease of No. 1 in the rental, in 1820, was applied, with a sum raised by subscription in the parish, in erecting a new gallery and increasing the number of pews and sittings in the church.

The following rental will show the present state of this property ;—

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No.	PARISH.	LESSEES.	TENEMENTS.
	TENEMENTS HELD ON LEASES DETERMINABLE ON LIVES.		
1	Black Torrington	Henry Marsh	Two houses garden and orchard
2	Do	Hugh Balkwith	House and orchard
3	Do	Philip Hatherleigh	House and garden
4	Do	John Bassett	House and garden
	RACK RENT TENEMENTS.		
5	Do	Joseph Chapman	A field, called Reed Park, containing 1A. 2R. 11P.
6	Do	Do	A field, called Long Park, containing 3R. 6P.
7	Do	William Allen	A field, called Splatt's Park, containing 3R. 25P.
8	Do	John Risdon	A little meadow, containing 3R. 1P.
9	Do	John Dawe	An orchard, containing 1R. 1P.
10	Do	Overseers of the poor	Houses and garden, used as habitations for the poor, and repaired by the feoffees.

PARISH OF BRADFORD.

Wills's Gift.

It appears from an inscription on the tomb of *William Wills* (who died in 1803) in the church of Cookbury, that he gave 25l. to the parish stock of Cookbury and Bradford, to be equally divided between them; the said money to be in store, and the interest to be applied to keep his tomb in repair, and what remained, to be given to the labouring men of each parish.

The sum of 12l. 10s. appears to have been received by the parish officers of Bradford, for the time being, and 12s. 6d. as the interest of this sum, is applied from the poor's rate in the repairs of the donor's tomb, and the residue thereof, or, if no repairs are wanted, the whole of such interest, in a distribution at the parish meeting held about Lady-day, amongst such of the poor labourers of this parish as receive no parochial relief.

Elizabeth Bickford's Gift.

By indenture, bearing date 19th May, 1821, between Christiana Coham, the niece, residuary legatee and administratrix with the will annexed, of Elizabeth Bickford, deceased, of the one part; and the Rev. William Bickford Coham, the Rev. Thomas Cleek, rector of Milton Damerell and Cookbury, and the Rev. John Bampfield, rector of Bradford, the trustees nominated by the said Christiana Coham, to act conjointly with her under the trust thereinafter mentioned, of the other part; reciting, that the said *Elizabeth Bickford*, by her will, without date, had directed that 400l. should be invested in the funds, the interest to be given at Christmas to the poor of Cookbury and Bradford, in clothes or blankets, as should be most conducive to their comfort; and that she, after giving certain legacies, had given the residue of her property to the said Christiana Coham, but had appointed no executor or executrix; and that the said testatrix died on the 21st January, 1820, and that administration, with the will annexed, was granted on the 25th February in the same year, in the Prerogative Court of Canterbury, to the said Christiana Coham; and further reciting, that the said administratrix, out of respect to the benevolent wishes of her aunt, had at Christmas in the same year, and before the expiration of the time prescribed by law for the payment of pecuniary legacies, laid out 14l. and subsequently 6l. as one year's interest of the said legacy, in the purchase of clothes or blankets for the use of the poor of the said parishes of Cookbury and Bradford; and that she being desirous to proceed to effectuate the objects of the said will, and to perpetuate the same, had determined to appropriate a fund in the names of several persons, and for that purpose had named, as trustees, the said parties of the second part; and further reciting, that the amount of the duty payable on the said legacy being 40l. and the costs of the preparation of that indenture amounting to 18l. 16s. 10d. making together 58l. 16s. 10d. being deducted from the said legacy, left

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Term and Number of Years.	Consideration.	Rent.	Estimated clear yearly Value.	OBSERVATIONS.
		£. s. d.	£. s. d.	
99 years determinable on 3 lives.	45l. & surrender of former lease for one life.	0 6 8	5 0 0	This lease was agreed for in 1820, and the fine was then paid, but the lease has not been executed.
99 years determinable on 3 lives.	28l. paid in 1790 for one life.	0 3 0	3 0 0	
99 years on 2 lives.		0 3 4	1 10 0	These leases were not produced to us, and we could not ascertain the amount of the dues paid for them.
Do		0 5 0	4 10 0	
Yearly tenant		10 0 0	good rent	
Do		4 4 0	do	
Do		4 6 0	do	Very good land, lying near to the village of Black-Torrington. Let by auction.
Do		4 4 0	do	
Do		2 2 0	do	
Do		3 10 0	do	
		£29 4 0		

3411. 3s. 2d. which sum had been invested by the said Christiana in the purchase of 459l. 9s. 5d. three per cent. consols, in the joint names of herself and the said parties of the second part; It was thereby declared by all the parties thereto, that they, and the survivors of them, and the executors, &c. of the survivor, should stand possessed of the said 459l. 9s. 5d. three per cent. consols, on trust, to permit the said Christiana Coham, during her life, to receive the interest of the said stock, so that she might at Christmas, yearly, expend the whole thereof in the purchase of clothes and wearing apparel or blankets, to be distributed to and for the benefit of the paupers for the time being, of the said parishes of Cookbury and Bradford, in such shares and manner, and to such objects, being paupers of the said parishes, or one of them, as she should think proper; and upon her decease, on trust, to permit the said William Bickford Coham, during his life, to receive the interest of the said stock, to be disposed of in like manner to such paupers of the said two parishes, or one of them, as he should think proper; and upon the decease of the survivor of the said Christiana Coham and William Bickford Coham, upon trust, to permit the trustees to be thereinafter nominated by the survivor of them, under the power thereinafter contained, and their successors, for the time being, to receive and expend the interest of the said stock, for the benefit of the paupers of the said parishes, in manner aforesaid, according to the intentions of the will of the said Elizabeth Bickford, in such proportions and manner as the trustees, [for the time being, so entitled to receive such interest, should in their discretion think proper; provided, that on the decease of the said Thomas Clack, or his ceasing to be rector of Cookbury, or of any future rector of that parish who might thereafter happen to be a trustee, the rector of that parish for the time being should succeed to the trust, if he would consent thereunto; and so in like manner on the decease of the said John Bampfield, or his ceasing to be rector of Bradford; to the intent, that the rectors of those parishes, for the time being, should be at all times two of the trustees, with a power to the said Christiana Coham, in case of the death of the said William Bickford Coham in her life-time, to appoint a trustee in his stead; and so in like manner to the said William Bickford Coham, in case of her death in his life-time; and upon the decease of the survivor of them, the said Christiana and William Bickford Coham, to the trustee to be nominated by such survivor, to appoint a trustee in the room of the survivor of the said Christiana Coham and William Bickford Coham, and so from time to time, that there might be always four trustees, namely, two individuals of the family of the original donor, or two persons representing such two individuals, and the two rectors of the said parishes of Cookbury and Bradford.

The above mentioned stock stands in the names of the four trustees mentioned in the above abstracted deed, and produces dividends amounting to about 13l. 17s. per annum. Distributions have been made by Miss Christiana Coham, at Christmas 1821 and 1822, of the dividends, in money, to

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the poor of the respective parishes before-mentioned. As the parish of Bradford is more populous than that of Cookbury, a larger share of the dividends has been distributed, at the discretion of Miss Coham, to the poor inhabitants of the former.

William Bickford's Gift.

The Rev. *William Bickford*, by his will, bearing date 4th April, 1745, gave 40s. a year, for ever, towards the maintenance of six poor children of the parish of Bradford, at the reading school; and directed, that his executors, thereinafter mentioned, and those that should be obliged after him, to the end of the world, to pay his said legacy, should appoint six such poor children of the said parish, as they should think most in want of his charity, by means of their parents poverty.

The will, which is attested by three witnesses, contains, besides this donation, only a few small pecuniary legacies; and the testator thereby appointed his brother, Arscott Bickford, esq. of Dunsland, his residuary legatee, and sole executor, and desired him to discharge all his debts and funeral expenses.

In the returns made to Parliament in 1786 this gift is mentioned, and it is stated, that it was never applied by the executor. A query is also added, whether the gift was contrary to the statute of mortmain.

The Rev. William Holland Coham informs us, that Arscott Bickford, the executor above-named, died in 1771; that he can find no account of what property, real or personal, the testator died possessed; that the executor of Arscott Bickford, was his brother George, who died in 1795, leaving a son, Arscott Bickford, who died in 1817, leaving the Rev. Mr. Coham's second son, Stephen, his residuary legatee. Mr. Stephen Coham, who died in 1819, appointed his father, the Rev. William Holland Coham, his executor and residuary legatee. Mr. Coham further states, that the first mentioned Arscott Bickford had considerable landed property, but he does not know what personal assets he had at the time of his death. That there was a suit in chancery about 1798, after his death, respecting his personal property, which was compromised. Mr. Coham cannot learn that there ever was a school established at Bradford for poor children; and as the first mentioned Arscott Bickford bore a very high character, he conceives, that if he had received property from his brother sufficient to provide for the payment of the 40s. a year, he would have established the charity.

This is all the information that we have been able to obtain relating to this gift. The case is involved in some obscurity; but the evidence appears to us insufficient to subject the present representatives of the testator to the charge of the annuity of 40s. mentioned in his will.

Brown's Gift

In the returns made to Parliament in 1786, it is stated, that *Samuel Brown* had given, by will, seven or eight years before that time, 50l. to the churchwardens and overseers of the poor of this parish, for the teaching of poor children; but that the legacy was then unpaid, although it had been demanded of his widow and executrix. We cannot discover, upon inquiry, that this legacy was ever paid; and we have only been able to learn, that a person, named Samuel Brown, lived as a servant with Mr. Bickford, residing in this parish many years ago.

PARISH OF BRIDGERULE.

Church House.

Sir *Thomas Stukelygh*, knight, and *Hugh Stukelygh*, esquire, by deed, bearing date 10th January, 27 Henry VIII. granted to Richard Calle, and others, and their heirs, a parcel of land in Bridgerule, containing 60 feet in length, and 24 feet in breadth, adjoining the south and east side of the church-yard of Bridgerule, to make a house called the Church House, with a little parcel of land then called the Gyld-charge, containing six landyards in length, and 26 feet in breadth on the east side of the church-yard, under the yearly rent of 12d.

This statement is taken from a recital in a deed, dated 20th December, 21 James I. whereby the said parcels of land, with the church house, then lately built on the first mentioned parcel of land, were conveyed to new trustees by the survivors under the former deed.

In 1628, the trustees under the last mentioned deed, in consideration of the surrender of a former lease of a house and garden plot on the east side of the church-yard of Bridgerule, some time parcel of the Gyld-charge there, and of a fine of 20s. granted a lease thereof to Philip Carwethic, and Alley his wife, for their lives, at the yearly rent of 1s. 4d.

The church house is repaired at the expense of the parish, and, with the exception of one room, which is applied to the purpose of a school, is occupied by poor persons placed therein by the parish officers; a garden adjoins the house, which is also used by the paupers. It was stated to us, that the parishioners, about 50 years ago, in ignorance of their claim under the above mentioned deeds, took from Mr. Ascott, the lord of this manor, a lease for years determinable on lives of these premises, but no such lease was produced to us. In the overseer's account, there is an entry,

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of the payment of 1s. as rent for the poor-house in 1780, and another entry of the payment of 2l. 2s. to the lord of the manor for rent, about 16 years ago, without stating for what period the same was paid. These payments may, therefore, have been made in respect of the yearly sum of 12d. reserved on the original grant of the site of the house. The rent of 1s. per annum has lately been tendered to the steward of Sir Arscott Molesworth, baronet, the present lord of the manor, but refused. It was also stated to us, that Sir Arscott Molesworth's steward had claimed a portion of the house and garden, on the ground, that they contain more land than is specified in the original grant. This claim appears inconsistent with that of having granted the above mentioned lease, and we do not find that any steps have been taken to enforce either of these claims. If any encroachment has been made by the parishioners upon the land adjoining to the church house, it must have been of very ancient date.

PARISH OF BROADWOOD KELLY.

POOR'S STOCK MONEY.

It appears from an old parish account book, that there was in 1670, stock money amounting in the whole to 12l. belonging to this parish, and that 14s. as the interest thereof, was distributed in small sums amongst poor persons of the parish. Previously to 1754, the stock money appears to have amounted to 15l. when it was increased to 20l. by a legacy of 5l. given by the will of the Rev. Simon Webber, rector of the parish.

In 1756, Mr. *John Webber* gave 1l. to be added to this stock. In 1765, the amount of the stock money appears to have been 22l. In 1791, Mr. *Simon Webber* gave 1l.; and in 1815, *Richard Weeks* gave 1l. to be added to the same fund.

This money appears to have been formerly lent out at interest to persons of the parish; but in 1765, the principal sum of 22l. then belonging to the poor, was incorrectly applied by the parish in the general maintenance of the poor, and since that time the interest of the stock money has been regularly paid out of the poor's rates.

The interest of 24l. being 24s. is now distributed at the parish meeting, held annually about Lady-day, among poor labourers of the parish not receiving relief, in sums varying from 2s. 6d. to 1s. according to the numbers of their families. A list of the persons to whom the distribution is made, is entered in the overseers book.

PARISH OF CLAWTON.

BANBURY'S GIFT.

We are informed, that *Richard Banbury*, who died about fifteen years ago, by his will (which we have not seen) directed that five shillings per annum should be paid out of his estate called Gannacott, by his heirs for ever, and by them distributed at their discretion, amongst such poor children of this parish as should say their catechism best in the parish church.

Richard Banbury is now the proprietor of the estate called Gannacott, and distributes the sum of five shillings yearly, at his discretion, amongst poor children who have been catechised in the church, and he so passed the best examination. This donation, if arising from the donor's will, is void under the Mortmain Act.

HEISFEL'S GIFT.

It is stated in the returns made to Parliament in 1786, that *John Heisfel* gave by will, in 1740, 10l. for bread, for twenty poor labourers of the parish having no parochial relief. A tombstone, erected to the memory of the donor in this parish, also records the gift.

This legacy was for some time lent on private security, at interest of five per cent.; it was, however, several years since taken into the hands of the parish officers, who, in respect of it, pay 10s. per annum out of the poor's rates, which sum is laid out in bread, and distributed together with the produce of the after mentioned gift, on the first Sunday after Easter, by the parish officers, in small loaves, amongst all the poor of the parish.

BROAND'S GIFT.

Lewis Broand, who died about twelve years ago, by his will, gave 5l. and directed that the interest thereof should be laid out in bread, which should be distributed by the parish officers amongst the poor of the parish. This sum was paid by his executor into the hands of the parish officers for the time being, and five shillings worth of bread has been annually purchased, out of the poor's rate, and distributed as above mentioned in respect of it.

WIDOWS MONEY.

The annual sum of eight shillings, called *Widows Money*, is and has been for many years past paid out of the poor's rates, and distributed among eight poor widows of this parish at Whitsuntide, by the churchwardens and overseers.

The Returns of 1786 mention a donation of 3l. to the poor, given by a person unknown in 1691, and another of 5l. given by Sarah Langford in 1722, stated to be then vested in the overseers of the poor, in respect of which sums, it is probable that the above mentioned annuity of 8s. is now paid.

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PARISH OF COOKBURY.

Church Meadow.

Joseph Lord Bishop of Exeter, by a faculty, bearing date 18th July, 1637, reciting, that he had been informed that a certain aisle in the south part of the church of Cookbury, and two seats in the south part of the same church, from time immemorial, had belonged to the capital barton of Dunsland, and the possessors thereof, with the consent of all the parishioners of Cookbury, in consideration of a certain parcel of land called Church Meadow, situate in the said parish, and containing about three acres, which parcel of land was granted by the possessors of the said barton in consideration of the premises, for ever, to the use of the parishioners of the said parish, and for the repair of the said church, granted to Arthur Arscott, esq. his heirs and successors in the said barton, the said aisle, and two seats in the south part of the said church, on condition that the said Arthur Arscott should, for himself and his heirs, grant and confirm the said field called Church Meadow to the parishioners of Cookbury, to be held to the use of the said church for ever.

The church meadow is in the occupation of John Hall, a poor man of the parish, as yearly tenant, at the rent of 1l. 5s. per annum. The quality of the land is indifferent, but it is said to be worth about 40s. per annum. The rent is received by the churchwardens and carried to their general account.

The Rev. W. H. Coham is the present owner of the barton of Dunsland, and enjoys the aisle and seats in the church mentioned in the above abstracted instrument.

Wills's Gift.

The particulars of the donation of William Wills in 1803 of 25l. to the parish stock of the parishes of Cookbury and Bradford, equally to be divided between them, have been already stated in the present Report, in the account of the charities of Bradford.

The sum of 12l. 10s. given to this parish, was paid into the hands of the overseers of the poor for the time being, ; and a sum of this amount is collected at the end of each year, and carried on in the overseer's account, when given over to the succeeding overseer, as Wills's money.

After paying a moiety of the expenses of repairing the donor's tomb, when such repairs are required, the residue of the interest at five per cent., is distributed by the parishioners at their general meeting at Lady-day, amongst poor labourers of the parish, in sums of about 1s. to each, according to their necessities.

Bread Money.

Bread, to the amount of 3s. is annually distributed at the general parish meeting amongst poor persons of the parish of the above mentioned description, and paid for, by the overseer of the parish, out of the funds in his hands.

It is not known from whose donation this distribution is derived.

Elizabeth Bickford's Gift.

The particulars of this gift of 400l. for the benefit of the poor of the parishes of Bradford and Cookbury, and of the application of the interest of it, have been stated in the present Report in the account of the charities of the former parish.

PARISH OF EXBOURNE.

Poor's Money.

A tablet in the church of this parish records various pecuniary donations made from time to time to the poor thereof, amounting in the whole to 62l. 10s. In the Returns made to Parliament in 1786, it is stated that 48l. part of that sum, was then lent to different persons, producing the interest of 1l. 18s. per annum, which was given to the poor, and that the residue thereof was supposed to have been lost.

In 1812, the above mentioned sum of 48l. was placed in the hands of the under mentioned persons, at four per cent interest:—

	£.	s.	d.
John Tattershall	10	0	0
Simon Westlake	10	0	0
John Brock	10	0	0
Thomas Medland.....	10	0	0
Joseph Newcombe	8	0	0

Mr. Westlake died about four years ago, and his executors paid the interest due, from his estate, until 1822, but the payment has since stopped, in consequence of a suit in Chancery having been instituted respecting his property. The other sums remain in the hands of the persons above stated. The interest is paid on Good Friday annually, and is distributed in small sums by the parish officers, amongst such of the poor of the parish as attend the church on that day: a list is afterwards made out of those who have received it. We have thought it our duty to recommend, that the parish officers

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should apply for the payment of the sums in the hands of individuals, and place the same, when received, in a savings bank.

PARISH OF HALWELL.

POOR'S MONEY.

A sum of 6l. is mentioned in the Returns of 1786, as having been given by some person unknown, to poor labourers not having pay of the parish. The sum of 6s. is now paid out of the poor's rate, as the interest of this sum, at the meeting for passing the parish accounts at Lady-day, and distributed among six such poor labouring men of the parish as receive no constant relief.

PARISH OF HATHERLEIGH.

CHURCH HOUSES.

By deed of feoffment, bearing date 27th December, 1736, reciting, that John Lethbridge, deceased, had been enfeoffed, with other inhabitants of Hatherleigh, of certain houses in the parish of Hatherleigh, called the Church-houses, situate in the said parish, in trust for the use of the whole parish, and the parishioners thereof; and that all the said co-trustees, except the said John Lethbridge, being dead, he had, pursuant to the trust reposed in him, and according to the intent of the original grant thereof, by his deed dated 1st May, 1691, enfeoffed to William Wivell and others, all the said houses to the same uses, viz. that they should permit the churchwardens of the said parish, and their successors, to receive all the rents and profits of the said premises, who should thereof at Easter, yearly, for ever, render an account to the parishioners of the same parish, to the intent that the receipts and profits of the same might be wholly employed for repairing the church of the said parish, according to the directions of the churchwardens for the time being, and to the intent of the original grant thereof; and that the co-feoffees should let the said premises for term of life, or yearly rent, to any persons of the said parish, whom they should think fit, old people born in the said parish being chiefly to be respected; and that when so many of the co-feoffees should die, that there should remain but one or two, the survivor or survivors should convey his or their interest in the premises, to such other substantial and trusty persons of the said parish, as he or they should think fit to appoint, upon the same uses: and further reciting, that the said William Wivell was then the only surviving trustee; The said William Wivell granted and enfeoffed to George Boughton, clerk, then vicar of Hatherleigh, and six others, the said premises on trust for the uses before expressed.

The church-houses adjoin the church-yard, and contain, under one roof, five rooms on the ground floor, and six rooms above, one of the latter being over the church gateway, and used as a vestry room. They are occupied by poor persons of the parish, and the overseers pay over to the churchwardens 5l. a year for the use of them, which sum is carried by the churchwardens to their annual account. The houses are repaired by the churchwardens, and are in good condition.

ALMSHOUSES.

There are some other houses in the parish called Almshouses, which lie near the church-houses, and which are also occupied by paupers of the parish. They are in good repair, and are kept so by the overseers of the poor. A rent of sixpence a year is paid for these houses, to the lord of the manor, but it is not known how the parish became possessed of them.

WALTER'S GIFT.

By deed bearing date 23d October, 1630, John Hamlyn and Richard Hamlyn, in consideration of 28l. granted to John Yeo, esq. and thirteen others, of the parish of Hatherleigh, and their heirs, a yearly rent of 40s. issuing out of lands in the parish of Dowland; to hold to the said John Yeo and others, and their heirs, to the use of the said John Yeo and others, and their heirs.

By indenture, bearing date 16th November, 1630, the said John Yeo and others, reciting that *Roger Walter* had, by his will, given 30l. and had appointed the benefit and profits thereof to remain among poor people of the parish of Hatherleigh, for the time being, for ever; which sum was accordingly after his decease, paid by his executor to certain inhabitants of the said parish, to be by them applied accordingly; and that they, the said John Yeo and others, had thought it good to bestow the said sum of 30l. so as the same might have perpetual continuance, and the benefit thereof might be employed for the use of the poor people aforesaid, declared, that they had bought, to them and their heirs, to the use of such poor people of the said parish, with the said sum of 30l. of the said John Hamlyn and Richard Hamlyn, (viz. 28l. paid to them the said John and Richard Hamlyn, and 40s. and some more money, for the charge of a fine and other assurance) the said annuity or yearly rent of 40s. issuing out of the premises above mentioned; and it was agreed by the said John Yeo and others, that when they should be reduced to two or one, the survivors should convey the said annuity to such other honest persons of the said parish, as the greater number of the parishioners thereof should nominate, to the use of the poor people of the same parish for ever.

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The estate out of which this rent charge is payable is called Berry, and is situated in the parish of Dowland. It is the property of the Rev. John Tossell Johnson, whose tenant, Henry Hooper, pays the annuity of 40s. to the overseers of the poor for the time being, and it has been usual for the parish officers to distribute it, in the course of the year, among such poor persons of the parish as are not in the receipt of weekly relief. A list of these poor persons has been kept for the last year, and it is proposed to continue such list annually.

Bennett's Gift.

Walter Bennett, by his will, bearing date 17th April, 1681, gave to the poor of the parish of Hatherleigh, and the minister thereof, for preaching a sermon yearly, 100l. which said poor should not be relieved by the said parish, but should be poor old labouring or tradesmen, or women, to continue as a stock for ever; and he hereby directed, that his executrix should enter into a bond or bill yearly, so long as his feoffees therein named should think fit to leave the said 100l. in her hands for payment of the same, and 5l. yearly interest, which 5l. should be for ever distributed by the overseers, in sums of 12d. or 1s. 6d., every Sunday in the year in bread, as they shall think fit, such distribution to be made in the forenoon; and that the overseers should also pay out of the said interest, to the minister of Hatherleigh, 10s. yearly, for preaching a sermon on the day on which he should be interred; and he thereby empowered John Lethbridge and thirty-eight persons, and their heirs, and such others as they should elect to join them in the trust, to take yearly bonds for the said principal sum, and to receive the interest and pay it over to the overseers, to be distributed as aforesaid.

Appointments of new trustees of this 100l. appear to have been made in 1713 and 1743 by deeds, in each of which it is stated, that the said 100l. had been kept at interest ever since the death of Walter Bennett, and the interest applied according to the directions of his will.

It is understood that this 100l. was laid out in the purchase of an annuity of 5l. a year, payable out of an estate in the parish of Cookbury, called Vaggafield, now the property of Mr. Thomas Harris, but the purchase deed thereof could not be found amongst the documents of the parish at the time of our investigation. The annuity is received from Mr. Harris by the overseers of the poor, who distribute every other Sunday three shillings worth of bread at the church after morning service, amongst poor persons of the parish. The sum of 10s. is paid to the Vicar for preaching a sermon on the 30th April, being the day of the donor's burial; and twelve shillings-worth of bread is distributed to the poor on that day, to make up the whole annual sum of 5l.

It is proposed in future to make out a list of all the persons not receiving relief in the parish, and to give them the weekly bread in rotation.

Gliddon's Gift.

It is stated in a tablet in the church of this parish, that *Joseph Gliddon*, in 1700, gave to the poor thereof, after the decease of his wife, 10s. yearly for ever, to be paid out of his lands in Bulkworthy.

This annuity appears to be payable out of an estate in the parish of Bulkworthy, now the property of Thomas Stevens, esq. which was purchased by Richard Stevens, esquire, of John Randall, in 1755, and has since been called Randall's Tenement.

Mr. Stevens produced to us the conveyance from Randall, which contains no mention of the charge; but having, on reference to the accounts of the steward of the late Mrs. Clevland, who was owner of this estate, discovered that 2l. 10s. had been paid out of Randall's tenement in 1781 to the poor of Hatherleigh, in respect of the arrears of this annuity for five years, he declared himself satisfied that the estate was liable to the charge, and stated his readiness to pay the arrears which have accrued during his ownership, which commenced on the death of Mrs. Clevland in 1817.

Lethbridge's Gift.

John Lethbridge, by will, bearing date 14th July, 1706, gave to the use of the poor of the parish of Hatherleigh 100l. to be employed and bestowed to the use of the said poor, according to the direction of the Vicar and officers thereof for ever.

The testator appears to have died on 28th December in the same year; and it is reputed in the parish that the legacy was paid by his executor, and placed in the hands of one ——— Yeo, a merchant of Hatherleigh, who afterwards became insolvent, and that 31l. 8s. 2d. was paid out of his estate in respect of the principal sum which he had in his hands. This sum was afterwards laid out, together with Lucas's gift of 50l. hereinafter mentioned, in the purchase of 156l. 2s. 10d. 3 per cent consols, now standing in the names of the Rev. Cradock Glascott, and George Boughton, esquire, the dividends of which, amounting to 4l. 13s. 8d. per annum, are received by Mr. Boughton, and by him paid over to the churchwardens for the time being, who expend it in the purchase of coats and gowns, which are given away about Christmas by the minister and churchwardens, among such poor persons of the parish as are most deserving

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and necessitous, and make the greatest exertions to maintain themselves without parochial assistance. The names of the persons who have received a portion of the clothing were for the first time, at Christmas, 1822, entered in a book, when the distribution was made to five men and five women, and a balance of 6s. 2d. was then left in the hands of the churchwardens, that sum being insufficient to purchase a coat or gown.

LUCAS'S GIFT.

It appears from a tablet in the church that *Richard Lucas* gave 50l. the interest of which he directed to be bestowed yearly in the clothing of such five poor people as should have no pay in the parish.

We have already stated, in the account of Lethbridge's gift, the manner in which this 50l. was bestowed.

EDDY'S GIFT,

John Eddy, by will, dated 3d July, 1777, gave to the poor of the parish of Hatherleigh the yearly sum of 8s. to be issuing out of two fields called Skilber Closes, part of a tenement called Martin's Wadland, to be bestowed in bread annually on Christmas-day, by such person as should be lawfully entitled to the said two fields.

Mr. Thomas Roberts is the proprietor of the above mentioned two closes, but the gift is void under the Mortmain Act, and the annuity does not appear to have been paid for the last twenty-five years.

NORTHCOTE'S GIFT.

It is stated in a tablet in the church, that *John Northcote* gave 10s. per annum, issuing out of fields called Gibbon's, in the parish of Hatherleigh, to be laid out in bread, or in the purchase of two bushels of wheat, on the 17th of March yearly, and distributed to the poor of the parish.

It appears by the Returns made to Parliament in 1786, that this donation was given by will in 1770.

These fields are the property of James Essery and Robert Reddaway.

This gift is also void under the Mortmain Act, and the annuity has not been paid for many years.

LUXMOORE'S GIFT.

Charles Luxmoore, esq. by will, bearing date 17th May, 1793, gave to the Reverend Cradock Glascott, , the sum of 100l. to be applied by him in the education of young persons of Hatherleigh in the principles of the Christian religion.

This sum is still in the hands of the Reverend Cradock Glascott, Vicar of the parish, who pays 5l. a year, as the interest thereof, to a schoolmistress appointed by him, to whom a small additional sum, raised by subscription, is also paid. She instructs such poor children as are sent to her by Mr. Glascott, and the rest of the subscribers, in reading, knitting, and sewing, and in the principles of the Christian religion, according to the doctrine of the church of England.

PARISH OF HIGHAMPTON.

POOR'S MONEY.

The Returns made to Parliament in 1786 state, that an annual sum of 14s. was then given from the funds of this parish to poor labourers receiving no pay; but it does not appear to have been known in respect of whose gift this distribution was made. The same sum is still annually distributed among poor labourers, at the meeting for settling the parish accounts, about Lady-day.

The same Returns state a rent charge of 7s. per annum to have been given by the will of *John Bear* in 1766, for teaching one poor child, and Thomas Morcombe is mentioned as the person in whom the gift was then vested.

We could obtain no farther information respecting this gift; but if the statement in the Returns be correct, the gift must have been void under the Mortmain Act.

PARISH OF HOLSWORTHY.

SPECCOTT'S GIFT.

The particulars of *Peter Speccott's* gift in 1665, of 180l. five ninth parts thereof being for the benefit of the parish of Holsworthy, and the remaining four-ninth parts for the benefit of the poor of the parish of Black Torrington, and of the lands in Black Torrington purchased with that sum, have been already stated in the present Report, in the account of the Charities of the last mentioned parish.

The portion of the rents belonging to Holsworthy, is paid over from time to time by the Reverend William Holland Coham, one of the trustees, residing in the parish of Black Torrington, to Mr. Benedictus Marwood Kelly, another of the trustees, who resides at Holsworthy, and is distributed by him amongst poor persons of that parish not receiving regular parochial relief.

The distribution has been made in Holsworthy once in two or three years, and not annually, according to the provisions of the deed by which the charity was founded, in consequence, as we are informed by Mr. Kelly, of the poor in this parish being very numerous. The last distribution was in the early part of 1822, when the Holsworthy portions of the rents for the two years ending at Lady-day, 1820 and 1821, amounting together to 27l. 6s. 3d, had been received by Mr. Kelly, and he then distributed 31l. 15s.

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amongst the poor of the above mentioned description, according to a list made out, with the assistance of the overseer of the poor, being after the rate of 1s. 6d. to each individual of them, whether grown persons or children. Mr. Kelly was thus in advance to the charity 4l. 8s. 9d.; but it appears that the Holsworthy share of the rents for the year ending at Lady-day, 1819, amounting to 13l. 10s. 10d. in consequence of an error, had not been received by him from the Rev. Mr. Coham. The balance, therefore, of the two last mentioned sums, being 9l. 2s. 1d. together with 8l. 4s. 2d. the share of the rent for the year ending at Lady-day, 1822, remained undistributed at the time of our investigation (September, 1823), and it was proposed to give them away at the ensuing Christmas, together with the share of the rent for the year ending at Lady-day, 1823, which had not been received, the tenant usually paying the year's rent due at Lady-day, at the Christmas following.

Poor's Land.

An estate containing between 60 and 70 acres, situate in Holsworthy, and called "The Poor Lands," belongs to the poor of this parish; it is now in the occupation of Richard Webb, under a lease for the term of 21 years, of which about seven are unexpired, at the clear yearly rent of 27l. It had been previously let by auction for a term of 14 years at the rent of 30l. 15s. to John Croker, who died during his term; and at the expiration of it, his widow (who afterwards married the present tenant) took the premises for the existing term, by agreement with the trustees. The rent was lowered about two years ago to 24l. a year. The land is coarse, and this rent is stated to be its fair value. We are told that many unsuccessfull inquiries and searches have been made, for the purpose of ascertaining by what means the parish became possessed of this property. The land has for many years been let, and the rents and profits disposed of by the Holsworthy trustees of Speccott's gift, before mentioned. The rent, which previously to its being raised to 30l. 15s. was only 10l. used to be divided annually amongst the four oldest poor men or women of the parish not receiving parochial relief; but upon its advance to 30l. 15s. the number of poor persons was increased to six; since the rent was lessened to 24l. the number has been reduced to five. It has been customary for one of the trustees to give an order to the tenant to pay to the poor people who are appointed to receive the charity their respective shares of the rent, and they apply to the tenant quarterly, or oftener, as they require the money. If any delay takes place on his part, they complain to the trustees, who are careful to enforce the payment. When a vacancy occurs amongst the poor persons appointed to participate of the charity, by any of them dying, or becoming chargeable to the parish, it is immediately supplied by the trustees.

Church House.

By lease, bearing date 20th January, 6 James I. Sir Nicholas Prideaux, knight, of Padstow in Cornwall, and several others, of the parish of Holsworthy, in consideration that Roger Prower should, during the term therein mentioned, repair the roof of the parish church of Holsworthy, and also in consideration that he had repaired a house belonging to the parish of Holsworthy, called the Church-house or Guild-house, demised to the said Roger Prower, the said house, with a kitchen, backside and garden, thereto belonging, for a term of 99 years, determinable on three lives, at the yearly rent of 1d.

This house has been for a great number of years used as a poor house, and has been repaired by the parish. The garden belonging to it is let by the parish officers to Arthur Hoskin, as a yearly tenant, at the rent of 12s. per annum, which is received by the overseer, and carried to his general account in aid of the poor's rate.

Bayley's Gift.

Ann Bayley, who died about the year 1812, by her will, gave a field called Little Buddle, situate in the parish of Holsworthy, to William Carlisle, her brother, and his heirs, subject to the payment of 30s. per annum, to the minister of the said parish for the time being, to be distributed by him annually on Christmas-day, among 30 poor people of the said parish, not receiving parochial relief, in sums of 1s. a piece, and subject also to the payment of 30s. per annum to a Friendly Society of Women, established in the parish of Holsworthy, for so long a time as that society should subsist.

The above mentioned field is now the property of Daniel Sleeman and William Sleeman. Although these gifts are void under the Mortmain Act, the two annuities have been regularly paid since the death of the testatrix, the former having been received and distributed by the minister of the parish for the time being, in the mode and to the objects directed by the will, and the latter having been applied to the purposes of the friendly society mentioned by the testatrix.

PARISH OF INWARDLEIGH.

Newcomb's Gift.

It will be seen, on reference to the statement of the charities of the parish of

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Crediton, in this report, that *J. Newcomb*, in 1608, gave towards the relief of the poor of the parish of Crediton 100l. and towards the relief of the poor of the parish of Inwardleigh, 50l.; which sums were, with 50l. more, arising from other donations to the poor of the parish of Crediton, laid out, in 1621, in the purchase of an estate, called Rookwood or Coppice, in the parish of Sandford, in the names of trustees, as to three-fourth parts of that estate, to the use of the poor of the parish of Crediton, and as to the other fourth part, to the use of the poor of the parish of Inwardleigh; and it was provided, that the trustees should always employ the profits of the said premises for the best advantage of the poor of the said parishes respectively, as they should think fit.

This estate is now vested, with others, held for the benefit of the poor of Crediton, in several of the inhabitants of that parish as trustees.

In the same Report we also stated, that the rent of Rookwood was formerly 10l. per annum, one-fourth of which, being 2l. 10s. was paid by the trustees for the use of the poor of Inwardleigh; that the rent being afterwards raised to 16l. 16s. per annum, the right of this parish to one-fourth of the rent was not adverted to; and that the same annual payment of 2l. 10s. was continued till 1809, when the trustees discovered the error, and, upon taking an account of the arrears, at 1l. 14s. per annum, to Michaelmas, 1808, found them to amount to 40l. 7s. 6d. from which the sum of 3l. 12s. 1d. was deducted, as being one-fourth part of the expense incurred in redeeming the land-tax of Rookwood in 1802; and the balance, being 36l. 15s. 5d. was paid to the Reverend Richard Holland, the present rector of Inwardleigh, for the benefit of the poor of that parish. Of this sum, 5l. was, in 1817, being a time of distress, distributed, with the consent of the trustees, amongst the poor of Inwardleigh. The residue of it, at the time of our investigation (August, 1823), remained in Mr. Holland's hands, who stated, that he had applied the interest thereof, for the education of poor children of this parish. The annual sum of 4l. 4s. being one fourth part of the rent of Rookwood, was also transmitted to Mr. Holland, and distributed, annually, among poor labouring men and others of Inwardleigh, being, with few exceptions, such as received no relief from the parish, from the time when the above mentioned error was discovered, till the determination of the then existing lease of Rookwood in 1820. In 1821, 5l. being a fourth part of 20l. received for a half-year's rent, which became due at Michaelmas 1820, was also transmitted and afterwards distributed. From Michaelmas 1820 to Michaelmas 1823 the rent of Rookwood was 55l. per annum; but the tenant, who had agreed to take the estate for a term of 14 years, refused to execute his lease, on the ground of the rent being much too high, and gave notice to the trustees of his intention to quit the same. Since the former Report was made, this estate has been again let by auction, for a term of seven or fourteen years, from Michaelmas 1823, at the yearly rent of 40l. which will, however, during the first year, be subject to deductions for the expenses of letting the property and for repairs imperfectly done by the late tenant.

In 1820, four of the Crediton trustees visited Inwardleigh, for the purpose of making an arrangement respecting the future expenditure of the fourth part of the income of the estate applicable to that parish, when it was agreed that a portion of the rents should be distributed to the poor, and the residue applied for the education of poor children. It was also agreed, that 30l. of the money in Mr. Hollands hands should be placed in the Devon and Exeter savings bank, and the interest thereof applied in aid of the fourth part of the rent; but a difference of opinion arose between that gentleman and the trustees, the former expressing a wish that the money should stand in the names of himself and some of the principal land-owners of the parish, and the latter thinking that it ought to be invested in their own names. It appeared to us, that, as the application of this charity for the use of the poor of Inwardleigh is in the discretion of the trustees, the money ought to be placed in their names, and upon our intimating this opinion, we were assured, by the Rev. Richard Holland, in August, 1823, that he would take an early opportunity of investing the above mentioned sum of 30l. in the savings bank in the names of the trustees. This has not yet been done, but the investment ought to be made without further delay, otherwise it will be necessary to resort to legal measures to enforce the payment of this sum.

In consequence of this arrangement not having been completed, the trustees in 1822 did not remit any portion of the rents; but we are informed by them, that in July, 1823, subsequently to our examination of the Crediton charities, they again went to Inwardleigh, in the hope of seeing some gentlemen possessing property there, whom they had requested to meet them, for the purpose of finally settling the future application of the charity. Having been disappointed in this expectation, they made inquiries into the state of the school in the parish, the subscriptions to which they found had materially fallen off, and into the condi-

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tion of the poor generally. Upon these inquiries, they judged it right to pay to the schoolmaster and schoolmistress 10l. for two years contribution from the charity, and they also gave directions for books to be purchased to the amount of about 3l. for the use of the school.

We are also informed, that the trustees propose, in the future disposal of the income of this part of Newcomb's charity, as being the most beneficial application for the poor of this parish, to expend the principal part thereof in the support of the school, and the residue in affording occasional assistance to old, infirm and necessitous persons of the parish, taking care that the funds shall not be made use of in aid of the poor's rates.

The balance of the Inwardleigh portion of the charity in the hands of the trustees, upon the accounts, as made up to Christmas 1822, was 21l. 14s. 3½d. which would be reduced by the sums paid for the school and for books, and for the expenses of the journey of the trustees to Inwardleigh in 1823, to rather more than 5l. but would receive an addition of a fourth part of the year's rent due at Michaelmas in that year.

The fourth part of the small annual rent of a cottage and garden, part of the property purchased with the gifts of Newcomb and others, stated to be worth about 40s. per annum, and now held on lease for a term of 99 years determinable on two lives, at the yearly rent of 5s. as mentioned in a former Report, does not appear to have been placed by the trustees to the account of the parish of Inwardleigh. The rents and profits of that cottage, however, ought to be divided in the same manner as those of Rookwood.

PARISH OF JACOBSTOWE.

Poor's Stock Money.

It appears from an entry in an old churchwarden's book of this parish, that in 1755, there was in the hands of William Roberts, parish clerk, the sum of 22l. called "Stock Money," the interest of which, amounting to 1l. 2s. was then distributed in sums varying from 5s. to 2s. 6d. amongst poor men and women of the parish, and that in 1759, that sum was placed in the church coffer, till it should be again put out at interest for the benefit of the poor.

Six pounds of this money is said to have been afterwards lent to Edmund Dennaford, a parishioner of Jacobstowe, who died upwards of 40 years ago insolvent. After his death, his son Edmund paid 6s. per annum as the interest of the money which had been deposited with his father until his death, which took place about 1817. His son, William Dennaford, afterwards paid 12s as two years interest of the same sum, but has since refused to continue the payment.

The remaining sum of 16l. was probably applied to parochial purposes, as that sum is stated in the Returns of 1786, to be then vested in the parish; and it appears that the annual sum of 16s. was for a considerable period paid out of the poor's rate, and distributed at the annual meeting for the appointment of parish officers, in small sums, among such of the poor of the parish as received no regular relief. The distribution has been discontinued since 1820, but the churchwardens gave us reason to suppose that it would be resumed.

PARISH OF LANGTREE.

Phipps's Gift.

Robert Phipps, by his will, bearing date 2d October, 1676, gave to the parish of Langtree 60l. to be bestowed in lands of inheritance, the rents and profits whereof were to be employed to buy linen cloth at Easter, for old men and women, such of the said parish as had none or little relief from the said parish, the said linen cloth to be dowlas of 10d. a yard, or thereabouts, and each poor man and woman to have three yards a-piece, to be bestowed on such as the said trustees should think fit; and he directed that his executors should nominate so many persons to be trustees of the said parish, as they should think fit; and he appointed William Sumpter, John Edye and Thomas Cole, his executors.

By indenture, bearing date 11th August, 1681, between John Webber of the first part, John Elston, and nine others, of the second part, and the said William Sumpter, John Edye and Thomas Cole, of the third part; reciting in part the will of the said Robert Phipps; and reciting that his executors, the said parties of the third part, had appointed the said parties of the second part to be trustees for the employing of the said sum of 60l. given by the said will to the parish of Laugtree; and further reciting, that the said parties of the second part had contracted with the said John Webber, for the purchase of the inheritance of the closes and parcels of land thereinafter mentioned, for 60l.; the said John Webber, in consideration of the said sum, granted and enfeoffed to the said parties of the second part, and their heirs, three closes, called the Little Close, the Middle Close, and the North Close, in all containing by estimation, eight acres, parts of a tenement called East Hole, in the parish of Black Torrington, upon trust, that they should from time to time employ the rents and profits of the said premises, to the ends and purposes appointed by the will of the said Robert Phipps, for

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the poor people of the parish of Langtree, in such manner as was appointed by the said will, yielding to the said John Webber, and his heirs, the yearly rent of 1s.

The last appointment of trustees of these premises, and of the tenement hereinafter mentioned, called Middle Stibb, was, by indentures of lease and release, bearing date 11th and 12th November, 1811, whereby they were conveyed to John Slade, and eleven others, all of whom are now living.

The fields purchased with the sum of 60l. given by Robert Phipps, are now held by the representatives of Stephen Venton, under a lease, bearing date 9th August 1817, granted to him by the trustees, after an auction had been held, for a term of 14 years, from Lady-day, 1818, at the rent of 13l. per annum. This rent was paid to Lady-day, 1821, when it was thought necessary to reduce it to 11l. 1s. its present amount. The rent is received by the trustees yearly, about Easter, and is laid out in the purchase of linen cloth, which is distributed at a meeting held by them shortly afterwards, amongst the poor labouring men of the parish who are not in the receipt of constant relief, each receiving about three yards and a half.

CHURCH AND POOR'S LANDS.

By indenture, bearing date 18th October, 1713, between John Venton of the one part, and Elston Whitlocke, clerk, and eight others, being feoffees in trust for the poor of the parish of Langtree, of the other part; the said John Venton, in consideration of 91l. granted and enfeoffed to the said Elston Whitlocke, and others, and their heirs, a messuage and tenement called Middle Stibb, in the said parish of Langtree. No trusts are declared by this deed.

By indenture, bearing date 1st June, 1738, (as appears from a recital thereof in a deed for appointing new trustees in 1777,) Joseph Copplestone, and two others, as the surviving trustees under the above abstracted indenture of 1713, with the consent of the principal inhabitants and payers of the parish of Langtree, granted and enfeoffed to Humphry Futts, and others, and their heirs, the said messuage and tenement called Middle Stibb, on trust, to apply the rents as follow: two-thirds for the sole use, benefit and advantage of the poor of the said parish of Langtree, to be distributed amongst them in such manner and such proportions as the said trustees should think fit; and the other third part in repairing, maintaining and ornamenting the parish church of Langtree, according to the true intent and meaning of the several donors who gave the money from which the said messuage and tenement called Middle Stibb was purchased.

The estate called Middle Stibb, consists of about 13 acres of land, in the occupation of Philip Stoneman, who took it by auction for a term of 11 years, from Lady-day 1816, at a rent of 11l. per annum, but no lease of it has been executed. From Lady-day, 1821, it was thought necessary to make an allowance of 15 per cent to the tenant upon the rent, which reduced it to 9l. 7s. About three years ago, a lease was granted by the trustees, with the consent of the tenant, of a part of the tenement, being about half an acre, to John Pyncombe, for a term of 60 years, at the rent of 1l. per annum, for building a cottage thereon, which he has accordingly built. This rent is to be received by Stoneman, the tenant, during the term agreed for with him.

The rent of the estate is received by one of the trustees, who pays over one-third part of it to the churchwardens, by whom it is carried, with the rents of the other church lands hereinafter mentioned, to their general account. The other two-third parts of the rent are distributed, together with 1l. the interest of Mr. Futts's gift, and 10s. the interest of Mr. Gilbert's gift, hereinafter mentioned, at the same time as the linen is given away in respect of Phipps's gift, by the trustees and the churchwardens and overseers of the poor, among the same description of poor persons as receive the linen.

CHURCH LANDS.

The deeds relating to these lands were not to be found at the time of our investigation in September, 1823; but Mr. Elias Tucker, who was examined by us, stated that he and four other persons were the surviving trustees thereof.

They consist of an estate in the parish of Langtree, called Loveland, comprising the following parcels:—

1. Two dwelling houses, an orchard, two gardens, and a small meadow, let to John Nancekevill, by lease, bearing date 20th May, 1818, for 14 years, from Lady-day, 1819, at the rent of 6l. 9s. per annum, the tenant covenanting to repair.

2. Two closes called Hill and Sandy Park, the former containing about an acre, and the latter about three acres, let to Thomas Ford, for 14 years, from Lady-day, 1819, at the rent of 8l. 7s. 6d. per annum.

3. Two closes called Middle Close and Little Meadow, the former containing about three acres, and the latter about an acre and a quarter, let to John Blight, for a similar term, at the rent of 11l. 7s. 6d, per annum.

4. A field containing about five acres, called Common Close; a meadow containing about 2½ acres, called the Moor Meadow, and a field called the Moor, containing about two acres, let to Ezekiel Nethaway, for a

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similar term, at the rent of 14l. 5s. per annum.

All these premises were let by auction. We are informed that John Nancekevill, and Ezekiel Nethaway, the respective tenants of No. 1 and No. 4, are two of the surviving trustees of these lands, and therefore they ought not to be lessees thereof.

The houses under lease to John Nancekevill, are in bad repair.

From Lady-day 1821, a reduction has been made from the rents of 15 per cent, leaving the whole amount thereof 34l. 7s. 5¼d. which is stated to be the fair value of the premises.

5. Three small dwellings, with gardens, the whole containing five perches in length, and three perches in breadth, held by William Lewis, under a lease, dated 3d May, 1792, granted to him by the trustees, in consideration of a fine of 10l. from 21 years to 21 years successively, during the life of the said William Lewis and Ann Lewis, to commence from the death of Mary Gibbs, at the yearly rent of 4s. These houses are in a tolerable state of repair.

Previously to the last letting of the property in 1818, the whole of Loveland, with the exception of the houses leased to William Lewis, was let to one tenant, at the rent of 18l. 10s. subject to disbursements for repairs.

The rents are received by the churchwardens, one of whom is a trustee, and are, together with one-third of the rent of the tenement called Middle Stibb, carried to their general account for the repairs of the church, and other matters usually inserted therein.

In consequence of the absence of the deeds relating to these lands, we are unable to state how far this application of the rents is correct.

An annuity of 3s. 4d. is also paid to the churchwardens by John Slade, esq. as the owner of an estate in the parish of Langtree, called East Stowford, and an annuity of 1s. a year, was, until 1808, paid to them by the feoffees of the town-lands of Great Torrington, who have, since that time, refused the payment, unless the parishioners of Langtree can show the lands charged with it, alledging that they have no such meadow as Rosewell Meadow, in respect of which this annuity appears from the old accounts to have been payable. As it was paid so lately as 1808, and as the property charged therewith probably now forms a part of the Torrington town-lands under some other name, it appears to us that the Torrington feoffees ought not to refuse the payment of this small sum.

In 1817, the bells of the church of Langtree were recast at a considerable expense, and the sum of 150l. was then borrowed by the parish of a Friendly Society in the parish; about 40l. was raised by church rates in that and in each of the three following years, and 19l. in 1821. The expenses of the repairs of the church have been heavy during the last few years, and a barn has also been built on the Loveland estate; 45l. of the principal sum borrowed, has been paid off, and at the time of our inquiry, 105l. remained due to the Friendly Society. The balance in the churchwardens hands at the close of the churchwardens account, at Easter 1823, was 9l. 13s. 8d. and we were informed that considerable alterations were required in the church, for the purpose of increasing the number of sittings for the inhabitants, and that it was therefore expected that the expenditure would, for several years fully equal the income arising from the church lands.

Futts's Gift.

It is stated in the Returns made to Parliament in 1786, that *Humphry Futts* in 1784 gave, by will, 20l. to the poor of this parish, producing 1l. per annum. This sum of 20l. is now in the hands of the Rev. Peter Glubb, who having been rector of this parish gave a promissory note for it, bearing interest at five per cent. This interest being 1l. per annum, is distributed with the third part of the rent of Middle Stibb, as above mentioned. It appears to us proper, that this sum should be placed on the public security of a savings bank.

Gilbert's Gifts.

It is stated in the same Returns, that *Genson Gilbert* gave 10l. to the poor of this parish. This sum of 10l. is supposed to have been taken into the parish stock, and 10s. per annum, as the interest of it, is now paid by the overseers of the poor, and distributed in the manner above mentioned.

It appears, from an entry in the churchwardens book, dated in 1766, and signed by the minister and several parishioners, that the said Genson Gilbert gave 10l. to be applied towards the repairs of the church, which the said minister and parishioners state that they had, to prevent the loss thereof, taken into their own hands, and thereby bound themselves to pay, for ever, 8s. per annum, as the interest of the same. This annual sum of 8s. is now received from the overseers by the churchwardens, and applied by them in aid of their general account.

The same returns also mention a sum of 10l. given by *William Bayley*, and vested in the churchwardens and overseers, but we have not been able to obtain any farther information relating to it.

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PARISH OF MILTON DAMARELL.

SLOCOMBE'S GIFT.

Thomas Slocombe, by will, in 1795, gave to the churchwardens for the time being of the parish of Milton Damarell an annuity of 6s. to be issuing out of his bartou or farm, called Waldon, on trust, to be distributed by them on Good Friday or Easter Monday, amongst the poor labourers of the said parish.

The annuity of 6s. was paid by Mr. —— Slocombe, until about two years ago, when he sold the estate called Waldon to Mr. John Cole, who has since refused to pay the annuity, as being void under the provisions of the Mortmain Act. When paid, the annuity was distributed by the churchwardens, about Easter, among the labouring men of the parish.

PARISH OF MONK OKEHAMPTON.

GIFTS OF JOHN CLAPP AND OTHERS.

By indenture, bearing date 22d March 1772, between John Sampson, of the one part, and the Rev. Hugh Northcote, rector, of Monk Okehampton, and three others, of the other part, the said John Sampson, in consideration of 20l granted to the parties of the second part and their heirs, an annuity of 20s. issuing out of the said John Sampson's one-fourth part of the messuages, lands and tenements, called Colehouse, situate in the parish of Broadwood kelly; and the said parties of the second part covenanted that the said rent-charge, when received, should be paid over to the parson, churchwardens and overseers of the parish of Monk Okehampton, for the time being, on every Lady-day, to be by them on that day, either given in money or bestowed in the purchasing of bread, to be distributed to such poor persons of the said parish as should have no weekly pay, as the said parson, churchwardens and overseers should think fit, with power to the survivor to the parties of the second part, to appoint new trustees out of the most discreet and substantial inhabitants of the said parish, the parson thereof always being one.

A memorandum endorsed on this deed, but without date or signature, states that the intent of the said donation was, that no one family should have more than 3s. in bread or money in any one year.

It may be collected, from the Returns made to Parliament in 1786, that the sum of 20l. with which this annuity was purchased, was made up of a sum of 5l. given by *John Clapp* to the poor in 1748, with additions made thereto by the parties to the deed of 1772.

New trustees of the annuity were appointed by deed in 1798, of whom John Webber is now the sole survivor.

William Sampson is the present owner of a small estate in Broadwood kelly, called Colehouse, and pays the rent charge of 20s. at Easter, to the churchwardens of Monk Okehampton, by whom it is immediately distributed in sums of 1s. and 6d. each, amongst the poor labouring men and widows of the parish, not having constant relief.

HAMLET OF NORTHCOTT:

This hamlet is in the county of Devon, but it forms part of the parish of Boyton, in the county of Cornwall.

MORICE'S GIFT.

The Returns made to Parliament in 1786, state that —— *Morice* gave 10l. 10s. to the poor of this hamlet, then vested in John Fortescue, and producing 10s. 6d. per annum.

We are informed that this sum was in the hands of a Mr. John Fortescue, who had a leasehold estate in this hamlet, the tenant of which paid 10s. 6d. as the interest of it, to the overseer of the poor, by whom it was distributed amongst poor persons of the hamlet. No interest appears to have been paid since 1806, although, as we are informed, many applications were made for it to Mr. John Fortescue, by the overseers.

Mr. John Fortescue is now dead. In an answer to a letter written to Mr. John Fortescue, his nephew and representative, that gentleman states that he is not aware of there being any claim to this hamlet upon him; but that if the debt said to be due from his uncle can be proved by the production of any document, he will make arrangements for its liquidation. We cannot learn that there is any security in existence for the payment of this small sum, and we have suggested to the officers of the hamlet, that they should endeavour to support their claim by searching for further evidence of the money having been placed in the hands of Mr. John Fortescue, the uncle.

The same Returns also state, that Mr. Morice, in 1782, gave 5l. 4s. per annum, to maintain a dumb person of the hamlet, which sum was received by Mr. Morice's steward; but it is not stated by what instrument this annuity was given.

In answer to our inquiries in this hamlet, we are informed that a dumb person is now living, and is maintained at the expense of the hamlet, for whose benefit the annual sum of 5l. 4s. was paid by Mr. Hole, the steward of Mrs. Luther, out of an estate in the parish of Sutcombe; and that the estate was afterwards sold to Mr. John Walter, who in 1807 refused to continue

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he payment, unless the person should come to reside at Sutcombe.

From this statement we are induced to suppose that this was no distinct benefaction for the benefit of a poor person of this place, but that the object had been placed by one of the Morice family on the foundation of Sir William Morice's almshouses at Sutcombe, mentioned in a subsequent part of the present Report, although not residing in the almshouse, and that this person received the usual allowance of 2s. per week from that charity.

PARISH OF NORTHLEW.

Poor's Money.

The Returns made to Parliament in 1786, contain a list of various small donations to this parish, amounting in the whole, to 67l. 13s. 4d.; and we are informed that there were tablets, containing lists of the donations, on a screen in the church, which has been removed some years.

In these Returns it is also stated, that all these donations were lost, except 11l. then in the hands of the overseers of the poor.

The annual sum of 11s. supposed to be the interest of this residue of 11l. is now annually paid by the overseer of the poor, out of the parochial funds in his hands, about Michaelmas, to poor labourers of the parish. They receive 1s. each, and such as are in the receipt of constant relief, are usually excluded from the distribution.

Watkins's Gift.

It appears from the same Returns, that *John Watkins*, by his will, the date of which is not stated, gave 10l. for bread to the poor: and we are informed (not having seen the donor's will) that he directed the bread to be distributed to the poorest communicants attending the celebration of the sacrament at four different times in the year.

This money appears to have been, in 1786, in the hands of the overseers of the poor; and in respect of the interest of it, a distribution of bread is now made quarterly, from the poor's rates after the celebration of the sacrament at the parish church, to the poorest communicants.

PARISH OF NORTH PETHERWIN.

Secombe's Gift.

Gifford Secombe, by a codicil to his will, bearing date 11th May, 1703, gave to the poor of the parish of North Petherwin 10l. and directed the same to be placed with Henry Taylor of Helscott, in the said parish, provided that he could secure the yearly payment of 12s. for ever, as the interest of the said sum, to be paid yearly to the minister and overseers of the poor of the said parish, for the time being, and to be by them yearly bestowed in bread, and given to the poor of the said parish, either at Christmas or Easter; and he directed that if the said Henry Taylor could not settle an estate, or give other good security for the said yearly payment, the said sum should be elsewhere placed, as to his executors in trust should seem fit, for the purposes aforesaid.

In the Returns made to Parliament in 1786, the above mentioned sum is stated to be vested in the parish.

We are informed that the annual sum of 12s. was formerly paid out of the poor's rates, and given away, at the Easter meeting for settling the accounts of the parish, among the poor labourers, after the rate of 6d. to each; but that no distribution has taken place for the last 16 years.

Chapman's Gift.

An annual sum of 10s. is paid by *Mr.* John Bray, as the owner of an estate called Wicket, in the parish of North Petherwin, to the minister and churchwardens of that parish, and is distributed by them, half on Christmas-day, and half on Easter-day, together with the collections at the sacrament, among poor persons of the parish.

An annual sum of the same amount is also paid out of the same estate to the minister of the parish, for preaching a sermon on New Year's day.

These annuities are said to be derived from the gift of a person of the name of *Chapman*; but no document is found in the parish relating to them.

Credacott's Gift.

John Credacott, by his will, which was proved at Bodmin, in the court of the archdeacon of Cornwall, in 1811, directed his trustee to pay an annuity of 15s. out of his estate at Brassacott, in the parish of North Petherwin, for the term of 40 years, commencing on the 1st day of January after his decease, and to distribute the same on every successive first day of January, among such poor labouring men and women of the said parish as should, for the time being, be entitled to receive Chapman's donation.

Although this donation is void under the Mortmain Act, 9 Geo. 2. Mr. George Pearse, the owner of the estate called Brassacott, distributes the annuity of 15s. amongst poor persons of the parish on the first day of January in every year.

PARISH OF PYWORTHY.

Beckley's Gift.

The Rev. *Robert Beckley*, rector of Pyworthy, by his will, bearing date 28th

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November, 1711, gave to the poor of that parish the inheritance and fee simple of Bouncing-lane, and his tenement at Deriton, the free profits thereof to be distributed, yearly, among the poor at Christmas and Easter; and he desired the minister of Pyworthy, for the time being, John Bailey, clerk, so long as he lived, John Cruse and John Lake, their sons, and their sons sons, so long as any of them remained in the parish, to be guardians and trustees for the poor, to set the premises for any term not exceeding twenty one years, and to employ the profits to the right uses.

The property of this charity consists of—

1.—Eight acres of land lying near Bouncing-lane, in the occupation of Walter Chubb, as yearly tenant, at a good clear rent of 5l. 5s. per annum.

2.—A field at Deriton, containing about two acres, in the occupation of Robert Allen, as yearly tenant, at a good rent of 5l. per annum, subject to deductions for rates and taxes.

3.—An undivided third part of a moor at Deriton, containing about three acres, in the occupation of Matthew Cole, as yearly tenant, at the rent of 1l. 5s. subject to the same deductions. The annual amount of the rates and taxes of the two last mentioned tenements, is in the whole about 1l. 10s. 10d.

There are also two cottages at Deriton, with small gardens, worth about thirty shillings a year each, subject to repairs; one of them has been entirely, and the other partly rebuilt, at the expense of this charity, within a few years. They are now inhabited by poor persons, who have of late paid no rent for them; but it is intended by the persons who act as trustees, to oblige them to pay rent for them.

There are no persons now in the parish of the families of Lake or Cruse; but it appears from the returns made to Parliament in 1786, that at that time, Robert Lake was a trustee of this gift.

The rector of the parish, and a farmer, whose name was Wickett, and who was a nephew of the said Robert Lake, have of late acted as trustees. Mr. Wickett died in the beginning of the present year, and two farmers of the parish who are trustees of his estate for the benefit of his daughter, have since acted with the rector, as trustees of the charity.

The rents are paid on Easter Monday, and the clear amount thereof, after deducting the disbursements allowed to the tenants of the land at Deriton, and the money expended in the repairs of the cottages, is distributed by the rector and acting trustees among the poor persons of the parish, not receiving parochial relief.

A list is made out of the poor of this description, and the rents are divided amongst them according to their necessities, and the numbers of their families.

POOR'S MONEY.

The Returns of 1786, state, that *Abraham Thomas* gave 10l. to the poor of this parish, and that the parish paid 10s. per annum as the interest thereof.

At the annual meeting for settling the parish accounts about Lady-day, twenty sixpenses are now given away by the parish officers, out of the funds in their hands, to as many labourers of the parish having large families, not receiving relief.

PARISH OF SAINT GILES-ON-THE-HEATH.

POOR'S MONEY

It is stated in the Returns made to Parliament in 1786, that several small donations, amounting in the whole to 22l. had been made by various persons to the poor of this parish.

This sum appears to have been, for a long period, in the hands of the parish officers. The annual interest of 22s. has been paid out of the poor rate in respect of it, and distributed at the meeting for passing the parish accounts, holden at Lady-day, among such poor persons of the parish as have not received constant parochial relief. It has been customary to enter a list of the persons who have shared the distribution, in the overseers account of the year.

HARVEY'S GIFT.

Roger Harvey, by his will, bearing date 16th May, 1763, gave the fee-simple and inheritance of certain fields in the parish of Saint Giles-on-the-Heath, called the Stone Park, and the Stone Park Meadow, containing six acres, the three Hams, and a meadow containing seven acres, called Coombe Mill Hams, and directed, that the rents and profits thereof should be applied for teaching poor people's children to read, such children to be of the parishes of Broadwood-Widger and Saint Giles; and the government of the charity to be left to the minister and churchwarden of Broadwood-Widger, and their successors.

The rents of these premises appear, for a short time, to have been applied as directed by the donor; but the property was afterwards claimed by, and given up to the heir-at-law, on the ground of the gift being void under the Mortmain Act.

PARISH OF SAMPFORD COURTENAY.

SLOWMAN'S GIFT.

By indenture of feoffment, bearing date 31st December, 1617, between John Slow-

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man, of the one part, and Thomas Herneman, and five others of Sampford Courtenay, of the other part; the said *John Slowman*, granted and enfeoffed to the said parties of the second part, and their heirs, a messuage or dwelling house, and a herb-garden thereto adjoining, and all those parcels of land newly inclosed, situate between the highway on the south, and a certain close called Fullaford Moor on the north, in the parish of Sampford Courtenay, to the use of the said John Slowman, for life, and after his death, to the use of the feoffees and their heirs, on trust, yearly, at Easter, with the consent of the overseers of the poor of the said parish, to bestow the rents and profits thereof upon such poor people of the same parish, as they, in their discretion, should think to have most need thereof letting the same always for yearly rents, without raising any fine thereof, with a power of appointing new trustees when their numbers should be reduced to two.

This property now consists only of a garden, containing about 12 perches of ground, bounded on the south by the highway, on the north by Fullaford Moor. There has been no house upon this garden for upwards of 60 years. It appears from an entry in an old account book, dated in 1673, that the rent of 3s. was then paid for this tenement, under the name of Bacon House. The rent of 5s. appears to have been paid from 1688 to the present time. Richard Page now occupies the garden at the same rent, but has given notice that he will not continue to hold it at that rent. The rent of 5s. is distributed annually by the churchwardens, with 1l. 12s. the interest of the Poor Stock money, and the annuity of 10s. given by John Langmead, at a parish meeting held on Easter Monday, in small sums, amongst all the poor persons of the parish, whether receiving relief or not, a list of them being prepared by the vestry clerk.

Poor's Stock Money.

A list of donations to the poor of this parish is found in an old parish book, amounting in the whole to 33l. 17s. 6d.; and it appears that in 1712, the Poor's Stock Money, then amounting to 33l. was placed in the hands of the churchwardens of the parish, and the interest paid by them and distributed to the poor.

In 1785, it was agreed by the inhabitants assembled in vestry, to pay the poor with this Stock Money, and annually to take the interest, which was fixed at 1l. 12s. out of the poor's rates. This act of the vestry was unauthorized and incorrect; but the same annual sum has been constantly distributed, in the manner already stated in the account of Slowman's gift.

Langmead's Gift.

John Langmead, by his will, bearing date 4th June, 1795, gave to the poor of Sampford Courtenay, 10s. a year, for ever, to be paid into the hands of the churchwardens of the said parish, out of the moiety of Langmead's tenement, lying in Sticklepath, in the said parish of Sampford Courtenay, and to be distributed by the churchwardens, yearly, to those not having less than three children.

Although the donation is void under the Mortmain Act, 9th Geo. 2, as being charged upon land by will, the annuity of 10s. is paid by Mr. ——— Routley, the present owner of Langmead's tenement, who married the donor's sister, to the churchwardens, and is distributed by them in the manner stated in the account of Slowman's gift.

Tickell's Gift.

John Tickell, by his will, bearing date 22d June, 1801, gave to the vicar and churchwardens of Sampford Courtenay, 100l. to be paid to them within one year after his wife's decease, upon trust, to lay out the same within one month next after such payment, in the purchase of three per cent consols, and to distribute the dividends therefrom arising amongst the poor of the said parish, at Christmas, in every year, for ever.

The donor's widow died about five years since, when the legacy of 100l. was, after deducting legacy duty, paid to the Rev. William Beauchamp, rector of this parish, and invested in the names of himself and two others, then churchwardens, in the purchase of 111l. 13s. 8d. three per cent consols, the dividends of which amounting, after a deduction of 2s. for banker's commission, to 3l. 5s. per annum, are distributed annually in the week before Christmas, in small sums to poor persons of the parish, of the same description as receive the before mentioned charitable donations at Easter.

Lost Gifts.

It appears from old documents found in this parish, that Sir *John Acland* gave 10l. for apprenticing poor children; and that *Lawrence Underhill* gave 10l. to be lent by the churchwardens to five poor householders. Accounts of the application of these sums were kept from 1638 till 1702, after which no trace of them is found.

PARISH OF SUTCOMBE.

Sir William Morice's Almshouse.

Sir *William Morice*, knight, by his will, bearing date 10th December, 1674, and proved in the prerogative court of Canter-

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bury in 1677, reciting, that he had by deed, bearing date 9th December, 27th Charles II, granted and enfeoffed to Sir Walter Moyle, knight, John Pole and Shilston Calmady, esquires, and their heirs, the manor of Cliston *alias* Broadclist, and Limbury, with the hundred of Cliston *alias* Broadclist, and divers other hereditaments, to such uses as should be appointed by his will; and also reciting, that he had by the same deed, granted and enfeoffed to the same persons, and their heirs, a house, called the Church-house of Sutcombe, and the messuages, lands and tenements, called Upcott Parks, Northcott and Viraworthy, situate at Sutcombe, on trust, to grant, lease and dispose of the said lands, to such usesas he, by his will, should declare and appoint, limited and declared, that the said Church house, as it was then new built and enlarged, should be converted to an almshouse, and so continue for ever; and that the said Upcott Parks should be for ever annexed thereto, and from time to time set at a yearly rent, for such terms, and to such persons, at the best rate, as by the said feoffees, and the survivor of them, and his heirs, should be thought fit; and that six poor aged persons should be chosen and put in by the testator's heir, and his heirs, or upon his or their refusal and neglect, by the rector, churchwardens, overseers of the poor, and constables of Sutcombe, or the major part of them, as there should be any vacancy; and that the rents and profits of the said Upcott Parks should be for ever applied to the maintenance and sustentation of the said six poor people, placed in the said house successively, to be equally divided among them, and weekly paid in such proportions as the said yearly rent would extend to, and so as the house and hedges and fences of the said parks should be kept in good repair out of the said rent: And he directed, that as any of the said poor people should happen to die, others should be successively chosen in their rooms, but that no married person should be chosen to be maintained in the said house; and he desired and hoped that his heir, and his heirs, would take care that the said house should be kept in good repair, and the said Upcott Parks carefully and honestly let to the best rate, and the rents thereof rightly distributed as aforesaid; and because he was convinced that the rents and profits of Upcott Parks alone would not suffice to make up a competent maintenance for six poor people in the said almshouse, he thereby granted and appointed that an annuity or yearly rent of 20l. should be charged upon, and quarterly, by equal portions, paid, out of the annual rent of 47l. 3s. 6d. due to him out of the rectory and sheaf of Broadclist, lately purchased by him from the trustees of His Majesty's fee-farm rents, and then annexed and appendant to his said manor of Cliston, the said sum of 20l. to be for the increase and enlarging of the maintenance of the said six poor people by his said feoffees, while their interest and estate should endure, and afterwards by him and them who should have the estate and inheritance of the said premises, the same to be distributed weekly, by even portions, among the six poor people, in such manner as was before limited concerning the rents and profits of Upcott Parks, such annuity to remain and continue until he the said testator or if he did it not in his life-time, then until his said feoffees, out of the monies advanced, or to be advanced, from the rents and profits of the manors, messuages, lands and tenements thereby granted to them, or those to whom the inheritance of the premises should come, should purchase lands, tenements or tithes, of the clear yearly value of 20l. and should convey and settle the same in fee, for the better maintenance of the said six poor people in the said almshouse: And he directed, that one of the said poor people should be a man able to read, and should be obliged to read prayers every day, both morning and evening, unto the rest of the said poor people in the almshouse, and that he should have 20s. yearly, besides his weekly pay, for doing this duty, if he should constantly do it; and because for the enlarging the said Church house, and making it capable to receive six poor people, some part of the said house stood upon the wastes or commons of the manor of Sutcombe, which was formerly entailed on his eldest son, and his heirs, with remainders over, which might in strictness of law disturb the said new buildings, he declared that, in case of such disturbance, the said Sir Walter Moyle, and others, and their heirs, should stand seised of the said two messuages and tenements of Northcott and Viraworthy, to the use of the said six poor people, and for the benefit of the said almshouse, and that the rents and profits of them should be added to the former maintenance of the said poor people; but that if neither his son, nor those in remainder, should disturb the possession of the said house, and they should suffer the same to be enjoyed as he had ordained, then, until such disturbance, his said trustees should stand seised of the said two messuages and tenements, upon the same trusts as they held other manors, messuages, lands and tenements, by his will before appointed.

The Right Honourable Humphry Morice, a descendant of the above mentioned donor, by his will, bearing date 24th July, 1782, devised (amongst other property) his manors of Cliston *alias* Broadclist, and Sutcombe, and the messuages, lands, tenements, and hereditaments, thereto belonging (subject to

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certain charges), to trustees, in trust, for Levina Luther, the wife of John Luther, esquire, for her life, and after her decease to Elizabeth Bull and Catherine Bull, in fee.

In 1805, the persons then entitled, under the will of Humphry Morice, contracted with Mr. John Walter, of West Putford, for the sale (amongst other hereditaments) of the manor of Sutcombe, the tenement in the parish of Sutcombe, called Upcott Parks, mentioned in Sir William Morice's will, another tenement in that parish, called West Brandon, and certain lands in the parish of West Putford, called Nettedon, and Nettedon Moor, being part of the said manor.

The origin of the almshouse at Sutcombe, and the property which had been given for its support, were at this period unknown to the parties. By the contract for the sale, it was agreed that Mr. Walter, and his heirs, should keep the almshouse, and the fences round the garden thereof, in repair for ever, out of the rents of the said lands (the same being first put in repair by the vendors); that the almshouse was to consist of six dwelling-houses, for poor widows and others, who should be chosen by the trustees that should be appointed to direct and manage the charity, and that it should be subject to such regulations as had been laid down by any former proprietor of the manor, or should be laid down by the vendors, either by the conveyance to Mr. Walter, or by any separate deed, as counsel should advise, to be prepared at Mr. Walter's expense, which poor widows, or others, were to be paid by the week, at the rate of 10s. per week, amongst them, out of the rents of the same lands, amounting to 26l. per annum.

Previously to the completion of this purchase, it was discovered, that in a biographical account of Sir William Morice, in Prince's Worthies of Devon, it was stated, that he erected and endowed an almshouse, at Sutcombe, for six poor people, each of whom had two rooms, and 2s. a week, in consequence of which a deduction was made from the purchase money agreed to be paid by Mr. Walter, and the manor and lands above mentioned were conveyed to him, by indentures of lease and release, bearing date 13th and 14th March, 1806, from Levina Luther, widow, and Elizabeth Bull, the former of whom was therein stated to be seised of two sixth parts, and the latter of the remaining four-sixth parts of the above mentioned premises at Sutcombe and West Putford, which are described as being charged and chargeable with the payment of 2s. weekly to each of six poor people, residing in the said almshouse, making in the whole 31l. 4s. which sums were to be paid by Mr. Walter, and his heirs. An express exception was added, of the almshouse, with the garden thereunto belonging, and Mr. Walter covenanted to pay the said weekly sums, to do all necessary acts, at the request of the vendors, and their heirs, and at his own costs, for securing the said payments, and for establishing the charity, and to keep the almshouse in repair.

Subsequently to the contract for the sale, and before the execution of the conveyance, the almshouse was put into repair at the expense of the vendors, and the vacancies in the establishment were filled up by them.

Shortly after the execution of the conveyance, an office copy of Sir William Morice's will was accidentally found, and a statement was thereupon submitted by Messrs. Letch and Goodeve, of Gray's-inn, the solicitors for the vendors, to an eminent conveyancer, who suggested that the land, called Upcott Parks, should be given up by Mr. Walter, and that one of the two following modes of establishing the charity should be adopted:—First, that Mr. Walter should be released from contributing any sum towards the support of the charity, and from repairing the almshouse, in which case he should repay to the vendors a sum calculated upon the difference between the value of Upcott Parks, which were then let at 19l. 10s. per annum, and the annual sum of 31l. 4s. together with the estimated annual amount of repairs, whereupon Mrs. Luther and Miss Bull should appropriate the original 20l. per annum, part of the fee-farm rent of 47l. 3s. 6d. mentioned in Sir William Morice's will, for the benefit of the charity; or secondly, that Mr. Walter should secure, to the satisfaction of the vendors, and of the heir of the survivor of Sir Walter Moyle, John Pole and Shilston Calmady, the trustees named by the vendor, 20l. per annum upon lands in fee simple, in trust for the charity, upon which latter plan Mr. Walter should receive a compensation from the vendors, for the difference between the charges to which he would thus be subjected (after relinquishing Upcott Parks) beyond what he had covenanted to bear. It was also suggested, that the heir at law of, or other person claiming by devise from, the survivor of the original trustees, in whom the legal estate of the almshouse, and of Upcott Parks, was vested, should be ascertained, and that if such person refused to act in the trust, new trustees should be appointed, under the direction of the court of Chancery.

Notwithstanding these proceedings, no deed appears to have been executed for perpetuating the charity, the cause of which omission we are unable to state accurately, as Mr. Letch, who had the principal management of this transaction on the part of the vendors, has been dead some years; but we are told, that it arose from a difference between the parties, as to which of them should bear the expenses of the proposed deed.

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In 1811, Richard Henry Alexander Bennet and Levina Luther, as the devisees in trust of Elizabeth Bull, of four-sixth parts, and the said Levina Luther, as the owner of the other two-sixth parts of the manor of Broadclist, sold that manor, with the appurtenances, to Sir Thomas Dyke Acland, baronet, with the exception of a fee farm rent of 47l. 11s. 8d. payable to the lord of the manor by the owner of the impropriate tithes of Broadclist, which is undoubtedly the fee-farm rent alluded to in Sir William Morice's will (although there is a slight difference in the statement of the amount of it), out of which he gave 20l. per annum for the support of this almshouse. It was probably excepted upon the sale of the manor, in consequence of the claim of this charity, to a part of it having been at that time ascertained.

The present impropriator of Broadclist is the Reverend Edward Berkeley Troyte, L. L. D.; and we cannot learn, that the fee-farm rent has been received by any person since the year 1815, when the sum of 34l. 7s. was paid by Dr. Troyte's solicitor to Mr. Trefry, who was an agent of the former owners of the Sutcombe estate, for one year's payment of it. The same amount had been previously paid, but it does not appear why so large a deduction was made from the rent, being more than the land-tax would amount to, even at the rate of 4s. in the pound. We are informed, that the legal interest in this fee-farm rent is now vested in Mrs. Bennet, the widow of the said Richard Henry Alexander Bennet, esq. under the will of Mrs. Luther, as forming part of the residue of her property; and we are assured by Mr. Goodeve, Mrs. Bennet's solicitor, that that lady will be ready to concur in all necessary acts for the re-establishment of the charity, in conformity with the intentions of the founder.

The estate called Upcott Parks consists of 42A. 1R. 38P. part of which is arable land, part marsh, and part furze ground, occasionally brought into tillage. Mr. Walter, after his purchase, raised the rent thereof to 23l. and subsequently to 31l. per annum. The present tenant, Richard Drewe, took the farm at the last mentioned rent, for a term of years which expired in 1820, and at the time of our investigation (September, 1823), continued to hold it at the same rent, which he had paid to Michaelmas, 1822; but Mr. Walter stated, that upon complaints made to him by the tenant, of the rent being too high, he (Mr. Walter) had promised if there was no improvement in the prices of agricultural produce, to make an abatement from it of 4l. for the year ending at Michaelmas, 1823.

Mr. Walter, although he admits that he covenanted for the weekly payments of 2s. to each of the six almspeople, and for the repairs of the almshouse, contends that, with the exception of Upcott Parks, no claim can be substantiated on behalf of the almshouse to any part of the lands conveyed to him, or to any payment out of them, and he has acted upon his construction of the claims of the charity, by occasionally withdrawing a portion of the weekly allowance of 2s. each from the almspeople. It appears, from an account produced to us by the churchwarden of Sutcombe, as having been kept by Mr. Richard Drewe, the tenant of Upcott Parks, of his payments to the almspeople from 1812 to 1819, that in 1817 and 1818, they received only 1s. 6d. each per week, instead of 2s. the reason assigned for which by Mr. Walter is, that the tenant had paid some property tax for Upcott Parks, which had not been returned, although an application had been made to the commissioners for that purpose, and that he therefore permitted the tenant to repay himself in this manner. It is probable that this application was not made in due time. In part of the years 1822 and 1823 there has also been a reduction of the weekly allowance to the poor persons to 1s. 9d. each per week, which Mr. Walter states to have been made with a view of saving a sum equal to the deduction of 4l. which he had promised to allow to the tenant out of his rent.

By the will of the founder, the six poor people were to be chosen by his heirs, and in case of their neglect, by the rector and parish officers of Sutcombe; but Mr. Walter, since he purchased the Sutcombe property, has exercised the right of appointing the almspeople, as had been done by the preceding owners thereof. He informed us that, of those who had been nominated previously to his purchase, three did not reside in the almshouse, and that he refused to continue the payments to the non-residents, and appointed others in their stead, two of whom were of the parish of Bradworthy, and the third of Sutcombe. Of late years, however, Mr. Walter has not enforced this regulation as to residence. At the time of our investigation, the almspeople receiving weekly allowances, consisted of—1, a widow of the parish of Sutcombe; 2, another widow of that parish; 3, a young woman of that parish, in bad health, all of whom resided in the almshouse; 4, an old man of Sutcombe, who had been resident there, but being very infirm, had been allowed to live with his daughter in another parish, during which time his dwelling had been inhabited by an old man and his wife, paupers of Sutcombe; 5, a widow of the parish of Bradworthy, who being ill had lately removed to that parish; and 6, another widow belonging to Bradworthy, not resident

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at Sutcombe; her house is inhabited by an old man and his wife, of Sutcombe, who were allowed by Mr. Walter, some years ago to take possession of it as a temporary residence, and have since refused to quit it. Four of the almspeople receive their weekly allowances from the tenant of Upcott Parks, and the residue of his rent is accounted for by him to Mr. Walter, who pays the allowances to the other two poor persons. The annual sum of 20s. directed to be given to a man, for reading prayers, has not been paid of late years.

Mr. Walter states, that in the appointment of such of the poor people as are of the parish of Sutcombe, he has consulted with his tenant, who resides there, and has chosen those who have been recommended as proper objects. He also states, that he has expended about 4l. in the repairs of the almshouse within the last three years, particularly in rebuilding a part of the front wall, which fell down. We are informed by the churchwarden, and another respectable parishioner of Sutcombe, that both the roof and the walls of the almshouse are now in a bad state of repair.

The almshouse adjoins the church-yard of Sutcombe, and each of the six dwellings contained in it consists of a room above and a room below. Mr. Walter informs us, that he claims the small garden belonging to the almshouse as his own, but this claim is inconsistent with the conveyance to him, in which both the garden and the almshouse were expressly excepted.

From what has been stated, it will be seen that the benevolent intentions of the founder of this almshouse have not been of late years fulfilled. Without entering into any questions which may arise between the parties to the conveyance of the Sutcombe property in 1806, as to their respective interests, we conceive that the charity is clearly entitled to the rents and profits of Upcott Parks, and to 20l. per annum out of the fee farm rent charged upon the tithes of Broadclist, subject to a deduction for land-tax, and that a claim may also probably be substantiated in its favour, to a portion of the arrears of that fee-farm rent now remaining due. It may reasonably be expected, that the income of the charity will thus be sufficient to provide for the necessary repairs of the almshouse, and to admit of a small increase being made to the weekly allowances to the inhabitants of it. We also apprehend, that it is necessary for preserving the interests of this almshouse, that the property to which it is entitled should be vested in trustees, and that the founder's regulation, as to the appointment of the almspeople, should be enforced; according to which, such choice, if not claimed by his heirs, was to be made by the rector and parish officers of Sutcombe.

For the attainment of these objects, it appears to us necessary that an application should be made to the court of Chancery.

Poor's Money.

The returns made to Parliament in 1786, mention a sum of 20l. 10s then in the hands of the parishioners of this parish, for the benefit of the poor, producing 1l. 0s. 6d. per annum.

At the annual meeting for settling the parish accounts, 1s. is given out of the sums raised by the poor's rates to each of the labourers of the parish not receiving relief, amounting to more than 20 in number.

PARISH OF TETCOTT.

Arscott's Gift.

By indenture, bearing date 30th December, 1789, between John Rolle, esquire, (a trustee appointed by the court of Chancery, in the room of Richard Coffin, esquire), Paul Orchard and John Morth Woolcombe, esquires, of the one part, and Sir William Molesworth, bart. of the other part; reciting that *John Arscott*, by will, dated 26th August, 1786, devised his barton of Tetcott, and other lands, to the said Richard Coffin, Paul Orchard, and John Morth Woolcombe, and their heirs, on trust, to raise a sum sufficient to discharge his debts and legacies, and that the said Richard Coffin being appointed with the said Paul Orchard and John Morth Woolcombe, executors of the said will, had renounced the executorship, and that the said John Rolle, esquire, had been appointed by the court of Chancery a trustee in his room; And reciting, that amongst the papers of the said John Arscott, there was found a memorandum, signed by him, stating that he had received from his mother, the sum of 50l. by her designed as a gift to the poor of the parish of Tetcott, and that he thereby promised for himself, his heirs and executors, that the interest thereof, being 40s. yearly, should be laid out according to her intentions, and that he would give what further security should be necessary for securing the said sum to the said parish; And reciting, that the said John Arscott, had annually distributed the said sum of 40s. amongst such poor persons within the said parish, as he, in his discretion thought proper objects of charity, declaring the same to be the interest of his said mother's gift; and that the said John Rolle and the other trustees, thinking it a duty incumbent on them, to carry the intentions of the said John Arscott into effect, had laid out the sum of 50l. part of the effects of John Arscott, in the purchase of 50l. four per cents, which then stood in the names of

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the said John Rolle, Paul Orchard, and John Morth Woolcombe, and Sir William Molesworth; it was thereby declared and agreed, that the said stock should continue in their names, and that of the survivor, his executors and administrators, for ever; and that the dividend thereof, being 40s. should yearly be distributed among the poor of the parish of Tetcott, at the discretion of the said Sir William Molesworth, during his life, and after his death at the discretion of the person entitled, for the time being, to the freehold and inheritance of the mansion and barton of Tetcott.

This sum of 50l. stock, now stands in the name of the present Lord Rolle, as the survivor of the trustees above named.

Mr. James George, as the agent of the present Sir Arscott Molesworth, baronet, has annually distributed the sum of 40s. in respect of this gift, about the month of August, to all the poor of the parish of Tetcott, in sums varying from 3s. to 6d. according to their wants, and the numbers of their respective families. It had been ascertained, shortly before the time of our inquiry, in August, 1823, that notwithstanding the distribution has been regularly made, the dividends have been unclaimed since the date of the above mentioned deed, which has remained amongst the papers and documents of Sir Arscott Molesworth, at Tetcott; but it was proposed by his steward, to apply on his behalf, for the amount of the unclaimed dividends.

ROUSE'S GIFT.

The Rev. *John Rouse*, who died in 1819, by his will, bearing date 30th September, 1818, gave to the rector and churchwardens of the parish of Tetcott, and their successors for the time being for ever, 50s. a year, upon trust, to be laid out in bread, for the poor of Tetcott aforesaid, and distributed every Christmas-day, according to the discretion of the minister and churchwardens, special regard being had to the industrious labourers, and to those who were most constant in their attendance on the worship of God; the said sum of 50s. to be annually paid by his executors and their legal representatives, out of the dividends of his funded property.

In respect of this gift, the sum of 83l. 6s. 8d. stock, in the 3 per cent consols, producing a dividend of 50s. per annum, has been tranferred into the names of the Reverend Oliver Rouse, son of the donor, the present rector of the parish, and Mr. James George, as churchwarden. The rector receives the dividends, amounting to 50s. a year, and with the churchwarden for the time being, distributes the amount in bread, on the Sunday after Christmas-day, amongst such of the poor persons of the parish as have regularly attended divine service at the church.

PARISH OF THORNBURY.

POOR'S MONEY.

The Returns made to Parliament in 1786, state the sum of 6l. 10s. given by some person unknown, was in the hands of two farmers of the parish, viz. Arthur Hutchings, 4l. 4s. and Richard Watts 2l. 6s. who paid no interest for it, nor is it there stated for what purpose the money was given. We are informed, that some of the old inhabitants of the parish recollect an annual distribution within the last 20 years of the interest of the said sum of 6l. 10s. to labourers not receiving parochial relief, but that no document can now be found, throwing any light upon this small charity.

HUNDRED OF BRAUNTON.

PARISH OF BERRY NARBOR.

PARISH LANDS.

By indenture of feoffment, bearing date 1st August, 1651, George Stanbury and others, feoffees, in trust, of the premises thereinafter mentioned, to the use of the poor of the parish of Berry-Narbor, in performance of the trust in them reposed, for the good of the said parish, and for the continuance of the said lands thereunto, at the request of their neighbours and parishioners, granted and enfeoffed unto John Bury and others, and their heirs, two messuages, two gardens, and two closes of land, which were long since enfeoffed by Nicholas Berry, and others, deceased, to the use of the said parish of Berry-Narbor, to John Morrish and John Gale, by deed, bearing date 10th April, 22d Henry 8th, and afterwards, by the said John Morrish and John Gale, for the use aforesaid, re-enfeoffed to to Humphry Berry, esquire, son and heir of the said Nicholas Berry, and others, by the name of one messuage, one garden, and one close of land, lying in Berry-Narbor, between certain lands there, belonging to the parsonage of Berry-Narbor, next on the west part, the lands of Humphry Berry, next on the north, and the highway or street next on the east and south parts, upon trust, to employ and bestow the rents and profits of the said premises premises towards the repairing of the parish church of Berry-Narbor, and the relief of the poor of the said parish.

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The property belonging to this trust now consists of—

1. Two houses and two gardens, held by William Hicks, under two leases for 99 years, one of which is determinable on two lives, and the other, being a reversionary lease on one life, is dated in 1813, and was granted for one life, in consideration of a fine of 12l. at the yearly rent of 11s. 4d. These premises are stated to be worth a clear rent of about 5l. a year.

2. A house and garden, held by John Hicks, under a lease, dated 10th April, 1781, for 99 years, now determinable on two lives, granted in consideration of a fine of 3l 12s. at the yearly rent of 18s. This tenement is stated to be worth a clear rent of about 2l. 10s. a year.

3 A house with a small garden, held by Mary Griffith, under a lease granted to her husband, Humphry Griffith, bearing date 16th May, 1771, for 99 years, now determinable on two lives, granted in consideration of a fine of 5l. 14s. at the yearly rent of 1s. This tenement is stated to be worth a clear rent of about 30s. a year. All the houses are in a fair state of repair, they adjoin each other, and the gardens lie behind them; the whole of the land, comprising rather less than an acre, is bounded by the road on the south and east parts, by Mr. Bassett's land on the north, and by a field called Peter's Tenement, on the west part, adjoining to which is another field, called Peter's meadow, which two fields form part of the glebe lands, and are held under the rector.

It was suggested to us, that these two fields were supposed to belong to the poor of this parish; but having examined a variety of old deeds taken from the parish chest, some of which are of a more ancient date than that of 1651, but have been much injured by damp, it appears to us that there is no foundation for this suggestion.

The rents of the parish lands, and the fines received on the renewal of leases of them, are received by the churchwardens, and carried to their general account. No modern trust deed of these lands is found, but the last lease of the premises, No. 1, was granted by five persons, three of whom appear to have been trustees of the church-house, hereinafter mentioned, under a trust deed of 1765, and the other two are stated to have been chosen by the parishioners to act as trustees, without any conveyance of the property having been made to them.

Church House.

John Berry, esquire, by indenture of feoffment, bearing date 20th December, 1697, granted and enfeoffed to Thomas Limebeer, William Morris, and others, and their heirs, feoffees chosen by the most substantial inhabitants of the said parish, a house, called the Church-house in Berry-Narbor, adjoining to the church-yard, on the south side thereof, except the right of keeping courts in the church house chamber, as had been accustomed, to the intent the said feoffees should permit some of the poor inhabitants of the said parish to dwell in the said church-house, as had been accustomed, and should allow the said church-house chamber for the meetings of the parishioners of the said parish therein, or for any other charitable use, as had been accustomed, and as they should think fit.

William Morris, the surviving trustee under this deed, conveyed the church-house in 1765, to new trustees, appointed by the chief inhabitants of the said parish, since which time there does not appear to have been any appointment of trustees.

The church-house is now repaired at the expense of the parish, and inhabited by poor persons placed there by the parish officers, except a room formerly used as a vestry-room, but now as a school-room for the poor children of the parish.

HUNDRED OF FREMINGTON.

PARISH OF GREAT TORRINGTON.

Town Lands.

The oldest document produced to us respecting these lands, is the copy of a decree in the court of Chancery, made the 4th of June, 42 Elizabeth, in a cause in which Alexander Barry, Thomas Davy and Jerome Allen, inhabitants of Great Torrington, on behalf of themselves and of the inhabitants of that town and parish, were plaintiffs; and Roger Ley, Roger Brown, John Predys and Richard Hole, were defendants; from whence we obtain the following statement of the proceedings in the suit, which related both to these lands, and to the almshouse lands hereinafter mentioned.—The plaintiffs, by their bill, complained that the defendants, as the surviving feoffees of certain lands given by one Walter Leyman, and others, for the maintenance of the church of the said town, the relief of the poor there inhabiting, and other good and charitable uses, and of other lands for the support of an almshouse adjoining to the churchyard of the said town, and as being the chief governors of the said town, to the mayor, aldermen and burgesses of which the late King Philip and Queen Mary had

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granted, by charter, a power to hold markets and fairs in the said town, had secreted the deeds and assurances of the said lands; had not appointed and sworn receivers, wardens, and other officers, as had been usual, and had applied the rents and profits of the said lands, fairs and markets, to their private uses. They also complained, that the defendants, or some of them, had overstocked certain common lands, given by one William of Torrington, for the benefit of the inhabitants of the said town; and that the defendant, Roger Ley, had made encroachments on the church yard of the said town, and on the said common lands. The defendants by their answer, set forth the particulars of the town lands of which they were seised in fee, and of the leases on which those lands were then held, amounting in the whole to 97 houses or tenements, 17 barns, 91 gardens, and 116¾ acres of land, or thereabouts, of which houses, tenements, and barns, there had been then lately burnt, by casualty of fire, 80, and two were decayed and utterly ruined. And the defendant, Roger Ley, stated, that he, as surviving feoffee of the almshouse lands, had, about one year before that time, enfeoffed John Seller and five others, inhabitants of the said town, of the same, the particulars of which lands were also set forth in the answer, amounting in the whole to six houses or tenements, three barns, two shippens, seven gardens, and nine and three quarters acres of land, or thereabouts. The defendants also set forth the amount of the rents, fines, and profits, which had been derived from the said lands, and the fairs and markets for several years then past, and the manner in which they had been applied, and stated, that the free burgesses and inhabitants of Great Torrington had common of pasture in the waste grounds in Great Torrington, called Wester Common, Hatchmoor, and the South Common, containing 300 or 400 acres, conveyed to the free burgesses and inhabitants, by one William of Torrington, and denied that they had encroached upon the said common. The plaintiffs having replied to this answer, and a commission having been awarded for examining witnesses to Thomas Hinson, esq. and three others, the parties agreed to refer the hearing and final determination of the matters complained of to the said commissioners; who, after hearing the allegations on both sides, respecting the public benefit of the said town, and the reformation of the things pretended to be out of order, made their final determination therein, expressed in articles set forth in the said decree, and thereby confirmed; whereby they directed (amongst other things), that a survey should be immediately made of all the said town lands; that certain leases therein mentioned should be declared void; that there should be, before Christmas then next, a ledger book provided by the said feoffees, and that the said survey should be therein registered, with a rent roll of all the particular rents thereof, the same to be kept in an indifferent manner between the feoffees, and the residue of the town, by orders to be given from the mayor, aldermen, burgesses and feoffees, or the most part of them, from time to time; that the feoffees, before Michaelmas, 1601, should restore and deliver to the mayor, aldermen and burgesses, all the writings concerning the said lands and tenements in their custody, and that the same should be thereafter kept in such place and manner as in former time they had been used to be kept; that there should be two sufficient wardens or receivers yearly elected, and sworn, by and before the mayor, aldermen, burgesses and feoffees, for the receipts and payments of the rents and profits of the said lands, and that such receivers should yearly, on the feast of St. Andrew, or before, or within ten days after, openly in the town hall, or in some other public and convenient place within the said town, give up the accounts of their receipts and payments in the presence of the mayor, aldermen, burgesses and feoffees, and of three of the subsidy men of the same town, highest rated in the subsidy book, being no burgesses, or as many of them as should list to be present; and that thereupon the receivers for the time being, should forthwith deliver to such persons as the said mayor, aldermen, burgesses and feoffees should appoint, the surplusage of the receipts remaining in their hands, and that the accounts should be yearly engrossed on parchment, and delivered in and kept as other the evidences of the said lands were appointed to be kept; and that the receivers should have for their pains a reasonable fee; that all the rents and profits arising out of the said lands should be from thenceforth, by the discretion and consent of the mayor, aldermen, burgesses and feoffees, bestowed by the receivers in payment of the town's debts, and of such yearly rents, fees and duties, as should be of right issuing out of the same, and towards the relief of the poor people, the maintenance of their church, the reparation of their bridges, the payment of fifty doles, and for such other necessary and reasonable uses and purposes, as the mayor, aldermen, burgesses and feoffees, or the most part of them, should think meet and convenient; that the feoffees then living should, before the then ensuing Michaelmas, re-enfeoff John Seller, and seven others, and their heirs, to the use of them and the said plaintiffs, and their heirs, of all the said lands; and that from thence-

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forth from time to time, as the feoffees should, by death or otherwise, be diminished to the number of six, the survivors should re-enfeoff so many others of the inhabitants of the said town as should make up the number of 12 or above; and that if at any time any of the feoffees should withdraw his dwelling out of the said town, and dwell elsewhere by the most part of two years, he should, upon request by his co-feoffees, or the most part of them, release to them all his estate in the said lands, and that this usage should continue for ever; that the feoffees should always, from time to time, carefully survey and set the said lands at public survey courts to be holden in the Town Hall, or in some other public place within the said town, and that there should be public notice thereof given openly in the church of Great Torrington, ten days or more before every of their survey courts, and that the best chapmen should be heard for the lands and tenements there to be letten, the feoffees having always due respect of the old tenants, their wives and children, and to townsmen before strangers, in reasonable manner; and that the feoffees should at no time make any lease, either in possession or reversion, that should exceed three lives, or any number of years determinable on two or three lives; and that in every of their said leases, they should express the lands so leased to be the lands reputed to belong to the public uses of the town of Great Torrington, and themselves to be feoffees in trust thereof; and that there should be but one lease in reversion of any part of the said premises, whereof there should be a former lease in possession, so long as such former lease should endure, reserving the ancient yearly rents or more upon every such lease, and that upon every such survey the leases should be engrossed on parchment at the charges of the lessee, and that the counterparts thereof should be sealed and kept as the evidences of the said lands were appointed to be kept; that the yearly rent of 26l. then of late issuing out of the markets and fairs of the said town, and purchased by certain persons of the said town, should be continually received and employed as parcel of the profits of the said town to such uses and by the like direction as the profits of the said lands were appointed to be employed; that there should be a like survey made of the almshouse lands by the feoffees thereof, and that two wardens should be yearly elected and sworn for the same, in such manner as the receivers or wardens of the aforesaid lands were appointed to be elected and sworn, and that their accounts should be yearly made and delivered in, to be kept as the other accounts were before appointed to be made and kept; that the feoffees of the said almshouse lands should from time to time, immediately after any part of the said lands should be out of lease, publicly survey and lease the same to the best benefit of the poor of the said almshouse; and

No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of lives on which the Premises are now held.
	TENEMENTS AT A DISTANCE FROM THE TOWN.			
1	Great Torrington	George Stoneman	A field, called Donnacroft, containing about four acres.	99 years determinable on three lives.
10		Richard Stone	Two fields near to Donnacroft, containing about 3½ acres.	2 lives
2		Thomas C. Vicary	A field at Bear Head, containing about 1¼ acre.	3 lives
3		John Sloley	A field at Calves Ford, containing about two acres.	3 lives
4		John Sloley	Three fields, called Whitlies, containing about two acres, at Calves Ford, and a barn in Calve-street.	3 lives
5		Michael Banbury	A field, called Dewsiale, containing about two acres.	2 lives
6		Rev. John Phillips	A field on the common, called Readal's Close, containing about 3½ acres.	3 lives

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should from time to time, in like manner, re-enfeoff so many others of the said almshouse lands as were appointed to be re-enfeoffed of the aforesaid other lands; and that the said almshouse feoffees, in all their leases, should express the lands so demised to be the almshouse lands, and themselves to be feoffees in trust thereof.

The oldest trust deed of the town lands that we have seen, bears date on 11th Nov., 1757, and the latest on 31st January, 1815, but they do not specify the particulars of the lands. By the last trust deed, the right honourable John Lord Rolle, and eight others, as surviving feoffees, conveyed the premises to Thomas Wills, then Mayor of Torrington, and 22 others, and their heirs, to the use of all the parties thereto, upon such trusts as by the deeds and evidences concerning the same, or by ancient custom, the same ought to be employed. Only one feoffee has died since this deed was made.

An ancient book was produced to us, containing a survey of the town lands, purporting to have been made by Mr. Wellington, mayor, five feoffees, and other credible persons, on 30th and 31st May, 1614, and stating the particulars of the property at that time, and of the then existing leases thereof. As new leases have been from time to time granted, they have been registered in the same book. The present state of the property is shown by the following rental, in which the persons described as lessees are, as far as they are known, the present owners of the existing leases, but the dates given in the rental are those of the last leases granted, whether in possession or reversion. The fines stated are those received upon the last renewals; and, except in those cases where they are expressed to be the considerations for one or two lives only, they were paid for leases determinable on three lives.

It appears to have been always usual to lease both houses & lands for terms of 99 years determinable on lives. When an application is made for the renewal of a lease, the premises to which it relates are inspected by some of the feoffees, a price is given upon their valuation, and the new lease is not granted unless a fair consideration can be obtained for it by the feoffees. When tenements fall into the hands of the feoffees by the determination of leases, they are let by public auction at the Town-Hall; and in cases where the lessees refuse to accede to the terms of renewal offered by the feoffees, reversionary leases are granted in the same manner, if there is a deficiency of money for the purposes of the trust.

Of late years it has been usual upon renewals to make a small addition to the reserved rents.

It should be stated, that in many instances the premises have been much improved since the last leases were granted, otherwise the fines received might not in all cases appear to bear a fair proportion to the estimated annual value stated in the rental.

Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
9 August 1810	320 0 0	1 0 0	8 0 0	
24 June 1800		1 10 0	10 0 0	A fine of 200l. was paid in 1800 for a lease for three lives, of these fields, together with the Black Horse, in High-street, No. 129 in the rental.
12 Feb. 1818		0 10 0	3 0 0	A fine of 34l. 19s. was paid for a lease for one life, of this field, together with two houses in Mill-street, Nos. 85 and 86.
31 May 1808	18 18 0 for one life	0 10 0	8 0 0	By the reversionary lease, granted in 1808, the rent is increased to 15s.
16 Dec. 1790	20 0 0 for one life	1 4 4	10 0 0	
17 August 1815	24 0 0 for two lives	0 10 0	4 0 0	By the reversionary lease, granted in 1815, the rent is increased to 15s
23 June 1823	50 0 0 for one life	0 15 0	10 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of lives on which the Premises are now held.
7	Great Torrington	Richard Lloyd	A field, called Horn Park, in Barnstaple Old Road, containing about 1¼ acre.	2 lives
8		Rev. Denys Yonge	A field in Barnstaple Old Road, containing about two acres.	3 lives
9	Little Torrington	William Wilson	A field, containing 3¼ acres.	3 lives
10		John Sloley	Two closes, containing about three acres.	3 lives
11	Great Torrington	Executors of Rev. Richard Slade.	A field at Crowbear, containing about one acre.	1 life
12		Ursula Mortimer	About eight acres of land at Hatchmoor.	3 lives
13	Little Torrington	John Pardon	Garden and shop.	3 lives
14		Charles Bruton	A field, called Wonder Close, containing about two acres.	2 lives
15	Great Torrington	John Sloley	Barn in Wether's-lane, and close at Bidnawell.	3 lives
16		William Matthews	Close at Bidnawell	2 lives
17		James Thorne	Close in School-lane, containing about 1¼ acre.	3 lives
18		Edmund H. Caddy John Brown	Hour Glass Field, in Barnstaple Old Road; Fir field in do., containing together about three acres.	3 lives
19		Henry Squire	Barn, shippen, several houses and field at Goosegreen, containing about 1¼ acre.	3 lives
20		Richard Stone	A field called Prideaux's meadow, containing about three acres.	3 lives
21		Christian Moore	A farm called Colling's down, consisting of a house and 20A. 1R. 11P. of land.	3 lives
22		John Palmer	A field at Caddywell, and another field at Bidnawell, containing about five acres.	2 lives
23	Wear Gifford	Occupier of Wear Mills.	A small piece of ground called Little Lue.	
	CALVE STREET.			
24	Great Torrington	Theophilus Cock	Barn and garden	3 lives
25		Roger Cock	House and garden	3 lives
26		Philip Welch Hiern	A house, garden, and small meadow.	3 lives
27		Executors of Theophilus Blinshan	A field, containing about 2¾ acres.	3 lives
28		James Willis	A field, called Beach's meadow, containing about four acres and a barn.	3 lives
29		John Sloley	Barn and quillet of land.	2 lives
30		John Sloley	Two houses, two gardens, and a field at Calvesford, containing about four acres.	3 lives
31		John Sanders	House, garden, and quillet of land.	1 life
32		Churchwardens & Overseers.	Workhouse.	3 lives
33		Richard Wills	A garden.	3 lives

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Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
12 Feb. 1818	16 0 0 for one life	0 19 6	4 0 0	By the reversionary lease of 1818, the rent is increased to 1l.
29 May, 1794	105 0 0	0 12 0	7 0 0	
12 April, 1821	28 10 0 & surrender	0 9 0	4 0 0	In the old survey book, this property is described as two closes, containing about 7 acres. There is a close adjoining, now claimed by Mrs. Buckingham, as her own property, which is supposed to have formed part of the town lands, but no possession can be shown of it by the town for more than 60 years. Several attempts have been made to ascertain the right of the town to this field, without success.
11 Dec. 1807	40 0 0 & surrender	0 9 0	6 0 0	
12 March 1767	3 10 0	0 5 0	3 10 0	The feoffees have lately agreed to purchase the interest in this lease, for one old life, for 10l.
17 August 1815	31 0 0 for two lives		4 0 0	This land was included in the same lease as the house in South-street, in the tenure of Mary Gunn, No. 128, and the rent of it during one old life, is included in the rent of that house. Under the reversionary lease of 1815, a rent of 3s. is reserved for the land
11 June, 1808	10 0 0 for two lives	0 1 6	3 0 0	Under the last renewal in 1808, the rent is increased to 5s.
20 Nov. 1806	70 0 0	0 10 0	4 0 0	
24 Sept. 1786	4 10 0 & surrender	0 7 0	4 0 0	
12 June, 1782	14 0 0	0 3 6	3 10 0	
24 August 1815	36 0 0	0 6 8	6 0 0	Under the renewal of 1815, the rent is increased to 10s.
12 June, 1794	105 0 0	0 15 0	10 0 0	
24 Aug. 1815	45 0 0 for two lives	0 7 0	10 0 0	This field is united with a field belonging to Lord Rolle, the fence having been thrown down. Under the last renewal, the rent is increased to 10s. 6d.
26 Nov. 1806	28 0 0 for one life	0 7 4	10 0 0	
29 Sept. 1820	50 0 0 for one life	1 2 0	30 0 0	
29 June, 1775	14 0 0 for one life	2 2 0	15 0 0	
		0 1 0	0 2 6	No lease was produced of this small piece of ground. It is supposed to be held for one old life.
9 Aug. 1810	43 0 0	0 5 0	3 0 0	
23 Nov. 1797	10 0 0	0 10 0	3 0 0	
14 April, 1803	12 12 0 for one life	0 10 0	4 0 0	Under the last renewal in 1803, the rent is increased to 15s.
29 May, 1794	145 0 0	0 19 0	8 0 0	
6 Jan. 1764	40 0 0 for two lives	0 12 0	12 0 0	
16 Feb. 1786	36 0 0 for 3 lives	0 6 8	1 10 0	
1 Aug. 1804	60 0 0 for two lives	1 0 0	16 0 0	Under the last renewal in 1804, the rent is increased to 1l. 10s.
31 May, 1808	6 6 0 for one life	0 10 0	4 0 0	
20 Feb. 1818	40 0 0 for one life	0 5 0	6 0 0	
21 June, 1810	15 0 0 & surrender	0 4 0	2 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term & Number of Lives on which the Premises are now held
34	Great Torrington	Richard Wills	Two barns	2 lives
35		Thomas Colby	Barn and garden	3 lives
36		William Willis	A small field	2 lives
37		William Willis	House, courtlage, and garden	3 lives
38		John Lake	A house kept as turnpike house, and garden	3 lives
	CASTLE-STREET.			
39		Joseph Essery	House, garden and quillet of land	3 lives
40		Daniel Williams	House, garden and quillet of land	3 lives
41		Martha Clarkson	House	3 lives
42		Anthony Crispin	House and garden	3 lives
	NEW-STREET.			
43		Thomas Banbury	Two fields, containing about six acres.	2 lives
44		John Boger	House, garden, and two fields, containing about two acres.	1 life
45		John Moore	A field, containing, about one acre	3 lives
46		Wm. Matthews	Field, containing about 1½ acre, barn and shippen.	2 lives
47		C. W. Johnson	A field, containing about half an acre	1 life
48		William Thomas	A garden	2 lives
49		John Thorne	House, barn, shippen, close and warren, containing about 1 acre.	3 lives
50		John Sing	Plot of ground, formerly a house and garden	2 lives
51		John Sing	House and garden	2 lives
52		John Sloley	A field, containing about three quarters of an acre	3 lives
53		Do.	A field, formerly three gardens, containing about one quarter of an acre	3 lives
54		Elizabeth Yeo	House, garden and field	3 lives
55		James Thorne	Barn, orchard and small meadow, containing about a quarter of an acre, with four acres of tillage ground in East Town-park	2 lives

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Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
21 June 1810	10 0 0 & surrender	0 1 0	2 0 0	
17 Aug. 1815	40 0 0 for two lives	0 4 0	2 0 0	
8 May 1810	19 19 0 & surrender	10	2 0 0	Under the last renewals for these premises, the rent of the former is to be ten shillings and of the latter nine shillings.
17 Aug. 1815	35 0 0 for two lives		5 0 0	
17 Aug. 1815	85 0 0	1 0 0	3 0 0	
28 Feb. 1815	70 0 0 & surrender	0 10 6	5 0 0	
17 Aug. 1815	45 0 0 for two lives	0 6 8	3 0 0	Under the last renewal in 1815, the rent is increased to 10s.
8 Oct. 1818	12 0 0	2 0 0	12 0 0	
26 Aug. 1815	53 0 0	0 8 0	5 0 0	The rent under the last renewal in 1815, is increased to 12s. In bad repair.
26 Mar. 1789	136 10 0	1 0 0	20 0 0	
30 May 1799	31 10 0 for one life	0 18 0	8 0 0	
25 Mar. 1799	35 0 0	0 12 0	4 0 0	
16 Sept. 1802.	63 0 0 for two lives	0 15 6	7 0 0	
3 Nov. 1773	14 0 0	0 6 0	2 0 0	This field is united to a field belonging to Lord Rolle, and held under a lease for the same life by Mr. Johnson. The fence is removed, but the land is marked by bound stones.
30 April 1818	5 0 0 for one life	0 7 6	2 0 0	
14 Feb. 1782	42 0 0	0 13 0	6 0 0	
29 June, 1775		0 2 0	0 5 0	No fine appears to have been paid for this lease. The plot of ground is of very small value.
16 Sept. 1802	3 3 0 for one life	0 5 6	3 0 0	
14 Aug. 1765	9 10 0	0 5 6	3 0 0	
17 Aug. 1815	10 0 0 for one life	0 14 4	1 10 0	Under the last renewal of 1815, the rent is increased to 1l. 1s. 6d.
27 Sept. 1792	42 0 0	0 10 0	4 0 0	The tillage ground mentioned here and in other parts of the rental is situate on a part of the Torrington common land, which, by ancient custom, is tilled yearly in allotments, and after the crops are removed is thrown open to the cattle of the commoners.
7 Feb. 1771	10 5 0	0 9 8	7 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives on which the Premises are now held.
56	Great Torrington	Wm. Chapple & W. Pulkinghorn	Two houses	3 lives
57		Mary Essery	A field containing about two acres.	3 lives
58		George Stoneman, jun.	Two houses, gardens, and a quillet of land.	3 lives
59		John Mallett	House, courtlage, and garden.	3 lives
60		George Stoneman, jun.	Barn and quillet of land in Wether's-lane, and two acres of tillage ground in the lower part of East Town park.	3 lives
61		Francis Kingdon	House, stable, out-house and meadow, containing about half an acre.	3 lives
62		John Bennett	House and small garden.	3 lives
63		Francis Kingdon	House and garden.	3 lives
64		George Stoneman	House, garden and small field.	3 lives
65		ElizabethKingdon	Two houses, two gardens, and a field, containing one acre and a quarter.	1 life
66		John Mallett	House and tenement. Wester tenement.	3 lives
67		Mary Essery	Do. Easter tenement.	2 lives
68		Richard Ashton	House, garden and quillet of land.	2 lives
69		Charles Mountjoy	House and stable.	3 lives
70		——— Bird	House and garden.	2 lives
71		John Long	House and garden.	3 lives
72		Sarah Vicary	House and garden.	3 lives
73		John Best	House and four acres of tillage ground in East Town-park.	1 life
74		Daniel Johnson	A field containing about a quarter of an acre.	3 lives
75		Francis Kingdon	About 2¼ acres of tillage ground in West Town-park, and about 1½ acre in East Town-park.	3 lives
76		Wm. Matthews	About one acre of tillage ground in East Town-park.	3 lives

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Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
9 Mar. 1809		0 9 0	6 0	All these premises were granted by lease in 1762. under which two lives are now existing at the rent of 18s. In 1809 a reversionary lease for one life was granted of the whole for a fine of 50l. at the rent of 1l. 7s; and, in 1821, this lease was surrendered, as far as respected the field, and a lease thereof was granted for three new lives, in consideration of a fine of 60l. at the rent of 13s. 6d.
24 Dec. 1821		0 13 6	10 0	
26 April 1787	50 0 0	0 12 8	5 0 0	
30 Aug. 1810	18 18 0 & surrender	0 13 6	20 0 0	
23 June 1823	15 0 0 for one life	0 4 0	4 0 0	Under the last renewal in 1823, the rent is increased to 6s.
8 Jan. 1813	18 0 0 for one life	0 8 0	3 0 0	Under the last renewal in 1813, the rent is increased to 12s.
17 Aug. 1815	28 0 0 for one life	0 4 0	3 0 0	Under the last renewal in 1815, the rent is increased to 6s.
31 May 1808	5 5 0 for one life	0 8 0	3 0 0	
31 Mar. 1791	10 0 0 for two lives	0 10 0	4 0 0	
14 April 1803	14 0 0 for one life	1 4 0	10 0 0	
14 July 1823	50 0 0 & surrender	0 10 0	10 0 0	
29 May 1794	4 0 0 for one life	0 6 1	5 0 0	
21 June 1810	19 19 0 for one life	0 10 0	10 0 0	Under the last renewal in 1810, the rent is increased to 15s.
25 Dec. 1811	28 0 0	0 15 0	4 0 0	
4 Mar. 1802	35 0 0	0 10 0	2 0 0	
26 Mar. 1804	63 0 0	0 10 0	4 10 0	
23 June 1823	10 0 for two old lives	0 16 0	12 0 0	
17 Oct. 1766	15 0 0 for two lives	0 12 0	10 0 0	The house is in very bad repair.
28 Mar. 1811	17 0 0 for two lives	0 2 0	1 10 0	This field is united with a field of the lessee, and another field belonging to John Sloley. The fences are removed, but the land is marked by bound stones. Under the last renewal in 1811, the rent is increased to 5s.
9 Aug. 1810	13 7 0 & surrender	0 6 0	4 0 0	
29 Sept. 1806	10 0 0	0 2 0	1 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives on which the Premises are now held.
77	Great Torrington	John Brown	Tillage ground in West Town park, containing about 2½ acres.	3 lives
		POTACRE STREET.		
78		William Dallyn	House, malt-house, court lage and garden.	3 lives
79		Wm. Matthews	The Black Swan Inn	3 lives
80		Richard Bartlett	A house, formerly the prison-house.	3 lives
	MILL-STREET.			
81		J. C. Vicary	Two fields, one containing 1 rood 34 perches, and the other 35 perches.	3 lives
82		Robert Bidway	Two houses and two gardens.	2 lives
83		Thomas Snell	House and garden	3 lives
84		Andrew Gorwill	House and garden	3 lives
85		James Williams	House and garden	3 lives
86		James Williams	House and garden	3 lives
87		Henry Squire	House and garden	3 lives
88		Chas. W. Johnson	A field containing about 2 acres, and three houses and gardens.	3 lives
89		Do.	An orchard	3 lives
90		Richard Wills	A house	3 lives
91		Augustine Raymond	House, garden and field, containing about a quarter of an acre.	3 lives
92		Do.	House, garden and orchard containing about a quarter of an acre.	3 lives

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Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
29 Sept. 1806	31 10 0	0 3 0	2 10 0	
26 Oct. 1820	25 0 0 & surrender of 3 lives	1 0 0	20 0 0	
13 May 1802	25 0 0 for two lives	0 16 0	15 0 0	
26 April 1813	38 0 0	0 12 0	3 0 0	This house is held by the feoffees for the residue of a term of 500 years, granted of a site thereof, in 1776, by John Wolacombe, Esq.
14 July 1823	11 0 0 for one life		5 0 0	These two fields are now united with a field the property of the lessee, which lies between them The fences are thrown down, but the land of the feoffees is marked by bound stones. These fields were included in the same lease as the two houses and gardens next mentioned in the rental, granted in 1810, at the rent of 18s. now paid by the lessee of those houses and gardens. Under the reversionary lease of 1823, a rent of 10s. is reserved.
21 June 1810	15 0 0 for one life	0 18 0	4 0 0	
17 Aug. 1815	39 0 0 for two lives	0 4 0	10 0 0	Under the last renewal a rent of 6s is reserved.
14 Sept. 1809	7 7 0 for two lives	0 4 6	2 0 0	Under the reversionary lease of 1809, the rent is increased to 6s.
12 Feb. 1818		0 4 0	1 10 0	This, and the other house next mentioned in the rental, are included in the same lease as a field at Bear Head, above mentioned, No. 2, for which a fine of 34l. 19s. was paid for one life. The rent reserved under the reversionary lease of 1818, for each of these houses, is 6s.
		0 4 0	1 10 0	
15 Aug. 1811	10 0 0	0 10 0	5 0 0	
12 Jan. 1815	19 15 0 for one life	0 15 0	8 0 0 for the field	
			6 0 0 for houses & gardens	
12 Jan. 1815	19 15 0 for one life	0 15 0	4 0 0	
13 May 1802		0 5 0	2 10 0	No fine was paid, but the lease contains a covenant to rebuild the house, which the lessee has performed.
30 Dec. 1802	9 19 6 & surrender	0 12 6	4 0 0	
31 May 1808	19 19 0	0 12 0	5 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives on which the Premises are now held
93	Great Torrington	Thomas Taylor	House and garden	3 lives
94		Thomas Langdon	A garden	2 lives
95		John Kingdon	House and garden	3 lives
96		Robert Sandford	House and garden	3 lives
97		Charles Banbury	House, garden, orchard, barn, shippen and field, containing about 1⅛ acre.	3 lives
98		Jeremiah Bowden	House and garden	3 lives
99	Great and Little Torrington	Executors of Thos. Banbury	Barn, courtlage, shippen, and a field in Little Torrington, containing about 1¼ acre.	1 life
100	Great Torrington	Executors of Gilbert Knill	House and garden	2 lives
	CORNMARKET-STREET.			
101		Richard Callon	House	2 lives
102		Margaret Brooke	House	3 lives
103		E. H. Caddy	House	3 lives
104		William Waldon	The Plough Inn	3 lives
	WELL-STREET.			
105		John Chapple	House and courtlage	3 lives
106		Representatives of Priscilla Brayley	House and garden.	2 lives
107		William Willis	House and courtlage	3 lives
108		William Brown	House, orchard & garden	2 lives
109		James Newcombe	House	1 life
110		Walter B. Cock.	House and garden.	3 lives
111		James Brown	House, garden and barn	2 lives
112		William Brown	House and garden.	3 lives
113		Peter Hoare	House and garden.	3 lives
114		Thomas Taylor	House, garden and quillet of land.	1 life
115		Wm. Matthews	Barn and field, containing about three quarters of an acre.	3 lives
116		John Tanter	Two houses and garden	3 lives
117		Trustees of the Turnpike	Turnpike house	yearly tenants
	SOUTH-STREET.			
118		James Wills	Part of a house on the East side of a passage leading from South-street to the Black Horse.	3 lives

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Date of last Renewal.	Fine paid on last Renewal.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
7 Oct. 1785	14 3 0	0 10 0	4 0 0	The premises are stated to have been much out of repair when this lease was granted.
26 Oct. 1797	8 0 0 for two lives	0 6 0	4 0 0	
5 Oct. 1804	24 0 0 for one life	0 3 4	6 0 0	The rent under the reversionary lease of 1804, is increased to 5s.
31 May 1808	10 0 0 & surrender	0 6 0	4 0 0	
26 July 1810	115 0 0 for one life	0 10 0	14 0 0	Under the reversionary lease of 1810, the rent is increased to 15s.
26 Aug. 1813	52 0 0	1 0 0	2 0 0	
11 Dec. 1783	6 0 0 for one life	0 3 4	6 0 0	
13 May 1802	12 0 0 for two lives	0 2 0	1 10 0	
21 Jan. 1802	25 0 0 for one life	1 2 6	12 0 0	
17 Aug. 1815	18 0 0 for one life	0 13 0	8 0 0	Under the reversionary lease of 1815, the rent is increased to 19s. 6d.
4 Mar. 1816	70 0 0 & surrender	1 0 0	18 0 0	
30 Aug. 1810	32 0 0 for one life	1 0 0	25 0 0	
9 Mar. 1809	12 12 0 & surrender	0 8 0	3 0 0	
7 Mar. 1805	16 0 0 & surrender	0 5 0	4 0 0	
30 April 1818	60 0 0	1 0 0	4 0 0	
26 April 1787	32 0 0	0 10 0	12 0 0	
20 July 1787	43 0 0	0 4 0	8 0 0	
14 Sept. 1809	8 8 0 for one life	0 9 6	4 0 0	
16 Oct. 1778	36 0 0	0 13 4	3 0 0	
19 Nov. 1795	13 0 0	0 3 4	2 0 0	
12 Feb. 1818	30 0 0	0 10 0	2 0 0	
3 Dec. 1801	10 10 0 for one life	0 15 0	7 0 0	
18 July 1806	31 10 0 & surrender	0 10 0	4 0 0	
14 July 1823	50 0 0 & surrender	0 12 0	14 0 0	
		2 2 0		
9 Aug. 1810	74 0 0	0 5 0	7 0 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term & Number of Lives on which the Premises are now held.
119	Great Torrington	Jane Mapowder	The other part of the same house on the West side of the passage.	3 lives
120		John Sloley	A house and garden	3 lives
121		John Holwill	House and garden	3 lives
122		William Callon	House and garden	3 lives
123		C. W. Johnson	A house and garden	3 lives
124		Do.	House and garden	3 lives
125		James Hills	The Vernon Inn	2 lives
126		Richard Wills	House and garden	3 lives
127		John Parratt	House, garden & courtlage	3 lives
128		Mary Gunn	House	3 lives
	HIGH-STREET.			
129		William Willis	The Black Horse Inn	3 lives
130		Miss Hiern	House and garden	2 lives
131		Henry White	The Bell Inn	3 lives
132		James Chambers	House	3 lives
133		George Walker	House	3 lives
134		Do.	A room over a shop belonging to Lord Rolle.	3 lives
135		Thomas Peard	House	3 lives
136		Henry Pidgeon	House	3 lives
	CHIEF-RENTS.			
		John Sloley	For the heirs of Saltren, out of a small house in High-street, adjoining Mrs. King's house.	
		The Almswarden	Out of the almshouse lands	
		John Long	For the heirs of Aaron Tozer	
		Thomas Wills	Washhouse under Castle hill	
		James Williams	Encroachment in Mill-street	
		Henry Day	Do. in Black Horse Court	
		Thos. Hammett	Do. in the Dolton-Road, near Well-street.	
	Buckland Brewer	Richard Preston	Out of an estate, called Galsworthy.	

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Date of last Renewal.	Fine paid on last Renewal.	RENT. £. s. d.	Estimated clear Yearly Value. £. s. d.	OBSERVATIONS.
9 Aug. 1810	75 0 0	0 5 0	7 0 0	
21 Aug. 1788	12 0 0 for one life	0 10 0	28 0 0	
23 June 1823	100 0 0 forexchanging 3 lives	1 0 0	20 0 0	
23 June, 1823	10 0 0 forexchanging 2 lives	1 12 0	14 0 0	
15 Aug. 1811	14 0 0 & surrender	0 9 0		The house, which was old, has been taken down by the lessee, who is held liable by the feoffees to rebuild it when required. If the old house were in existence, the premises would be worth about 4l. per annum.
18 Dec. 1800	37 16 0 & surrender	0 9 0	25 0 0	New house, built by the lessee.
24 Aug. 1815	160 0 0 for two lives	1 1 0	25 0 0	
3 Dec. 1801	18 0 0 for one life	0 15 0	18 0 0	The rent under the reversionary lease of 1801 is increased to 1l. 2s. 6d.
28 Aug. 1815	70 0 0 & surrender	1 0 0	15 0 0	
10 June, 1822	10 0 0 & surrender	1 10 0	6 0 0	In bad repair.
25 Mar. 1822	30 0 0 & surrender	1 10 0	30 0 0	The lease surrendered was granted in 1818.
12 Nov. 1755	10 10 0 for one life	1 10 0	30 0 0	
26 Oct. 1820	30 0 0 for one life	1 16 0	20 0 0	
26 Nov. 1789	30 0 0 for two lives	1 13 4	8 0 0	
23 June, 1823	120 0 0 & surrender	1 5 0	30 0 0	
17 Aug. 1815	6 0 0 & surrender	0 8 0	1 0 0	
14 Sept. 1809	63 0 0 for two lives	1 14 0	12 0 0	Under the last renewal in 1809, the rent is increased to 2l.
21 Aug. 1801	60 0 0	0 10 0	10 0 0	
			0 0 6	
			0 3 4	
			0 2 6	
			0 0 8	
			0 0 6	
			0 0 6	
			0 2 6	
			1 10 0	This is mentioned as a chief rent in the decree in chancery, of 42 Eliz.

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The last column in the rental contains various observations upon the state of this property. In No. 9 there appears to have been a loss of a field of about 3½ acres; but it must have taken place at so distant a period, that we fear there is no hope of its being recovered.

In the early part of the accounts of the receivers of this trust, which are in existence from 1685 to the present time, a rent of 1s. 6d. is mentioned as received from Rosewell Meadow. No place is now known by that name, but it may probably form a part of the property of the trust under some other description. An annuity of 1s. used to be paid by the feoffees to the churchwardens of the parish of Laugtree, as from Rosewell Meadow, till 1808; since which time they have refused to continue the payment, alleging that they were in possession of no such meadow. We think that, under these circumstances, this small payment should not be refused by the feoffees.

In addition to the property stated in the rental, the feoffees receive a rent for the tolls of the fairs of Torrington, which, including a cattle market in March, are annually let by auction, and for the year 1823 produced a rent of 27l. The tolls of the markets are also collected by the receiver of this trust, who is annually appointed, and who is allowed to retain one moiety of them for his own use, for performing the duties of his office, in addition to a salary of 2l. per annum. The other moiety of the market tolls is carried to the account of the feoffees, which for the year 1822 amounted to 14l. 7s. 9½d. An annual rent of about 50s. is also received for the sheep-penns, flesh-beams, and customs of the fairs and markets.

The buildings, both on this property and on the almshouse lands, are, with a few exceptions, in a fair state of repair. The trust premises are occasionally viewed by a committee of the feoffees; and once in seven years, a general survey of the property is made by the mayor and burgesses, feoffees and inhabitants of Torrington.

Since the last appointment of feoffees took place in 1815, more attention appears to have been given to the various branches of the management of this trust than before that period.

The fines for the renewals of leases are received by the receiver, and paid by him into the Torridge bank at Torrington. The annual income, depending in great measure upon those fines, is necessarily of uncertain amount. The expenditure, which used to be entrusted to the receiver alone, for the time being, is now under the superintendence of a committee of the feoffees.

The expenditure at present consists of—

1. The repairs of, and all other expenses relating to the church, including the salaries of the organist, clerk and sexton. There does not appear to have been any church rate collected since the year 1637.

2. The repairs of two bridges over the river Torridge, of the pavements of the streets in the central parts of the town, of the town hall, the prison, the market stalls, and of several public pumps.

3. The expenses of holding the quarter sessions.

4. The town clerk's salary of 5l. per annum, and his bill for legal expenses.

5. The receiver's salary of 2l. and 15s. paid to him for keeping the accounts, and engrossing them on parchment.

6. Salaries of, and clothing for, the serjeants at mace and beadle.

7. Audit money paid to the crown.

8. Chief rents paid to Lord Rolle, and Thomas Stevens, esquire.

9. Land tax and poor's rates for the fairs and markets.

10. Land tax allowed to some of the lessees; and other disbursements for the use of the town.

The only instances that we have found of payments from this trust, for the benefit of the poor, are a sum of 85l. expended in flour, in 1801, and another sum of 100l. expended in corn in 1812.

An annual sum of 25 guineas used to be allowed to the mayor for the time being, for the expenses of his office; but this has been discontinued since 1817.

The accounts of each succeeding receiver of this trust, and warden of the almshouse (both offices being annual, and held by the same person, who is appointed to them by the mayor and corporation), are made up to Michaelmas, in each year; and usually, between that time and the end of the month of January, a general meeting of the corporation and feoffees is held at the town hall, of which notice is given, when those accounts are audited. According to the directions of the old decree in Chancery, the accounts ought to be audited on St. Andrew's day, (30th November,) or within ten days after.

The particulars of a debt due to this trust from that of the almshouses, will be detailed in the following account of that charity.

Almshouses.

In the above account of the town lands we have given a statement of the decree in Chancery of 42 Elizabeth, relating in part to this almshouse (which appears to have been at that time in ancient establishment), and to the lands belonging to it.

It is stated in the answer of the defendants in that suit, as recited in the decree, that Roger Ley, one of those defendants had, as surviving feoffee of the almshouse lands,

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enfeoffed John Seller, and five other inhabitants of Great Torrington of the same. The particulars of the lands, and of the manner in which they were there let, are then set forth, consisting of—

	Rent. £.	s.	d.
A barn and garden	0	16	0
A close containing one acre	0	10	0
A close containing four acres, at Holloway Head	2	0	0
A house, garden, and a quarter of an acre of land	0	6	0
A house, garden, and acre and a half of land	1	6	8
A barn, shippen, and half an acre of land	0	5	4
A house and garden	0	5	0
A barn, garden, and a quarter of an acre of land	0	4	8
A house and garden	0	12	0
Three quarters of an acre of land	0	6	0
A close in Bideford, containing an acre and a half	0	4	8
A house in Bideford	0	0	8

All let to different tenants, for terms of 90 years, determinable respectively on one, two, or three lives:—and of the following tenements in Torrington, then let to yearly tenants:—

	Rent £.	s.	d.
A chamber in the church-yard	0	8	0
Do.	0	5	0
Do.	0	6	0
Do.	0	4	0

together with a high rent of 8s. payable by the receiver of the town lands; a house adjoining the almshouse, inhabited by a poor man, for sweeping the church; a little garden in School Lane, and a little chapel at the east end, where a shool was then kept.

The old survey book of the town lands before mentioned contains also a rental of the almshouse lands.

In an ancient book of wills, &c. produced to us by the town clerk of Torrington, we find a statement of a donation of *John Huddle*, who by his will, bearing date 21st November, 1604, gave all his messuages, lands, &c. in the county of Devon, to the poor people of the town of Great Torrington, and appointed John Clarke and seven others, feoffees in trust for the said poor people, and after the deceases of five of them, he directed that the survivor should appoint eight others substantial persons of the town of Great Torrington, to see the benefit and profits of the said premises to redound to the said poor people for ever.

In the same book it is stated, that the said John Huddle died 1st August 1609, that he in his life time built one of the four almshouses; that (as was affirmed by some of the masters and aldermen of the said town and other credible persons) his intent was that two poor people of the said town, chosen by the mayor, with the consent of his executors, should dwell in the said almshouse; that he gave towards their maintenance the profits of the said lands, and the rents of the house over the said almshouse; that for the accomplishment thereof, there were placed in the said house two poor widows, who had the revenues and profits of the said lands and house for their better maintenance; and that Margery Huddle was assigned to receive the rents and pay them to the two poor women.

It is further there stated, that Patrick Huddle held by lease a tenement, called Huddesford, in the parish of Woolfardisworthy, part of the donor's lands, for 60 years from 14th January, 1611, at the rent of 20s.; that the said Patrick Huddle being next heir to his brother, claimed the third part, both of the rent and of the land aforesaid, for that the same was held by knight's service of Giles Risdon, of Babbige, esq. and that therefore John Huddle could devise by will only two parts of the said rent and land, that this appeared to be true, and therefore the feoffees could have but 13s. 4d. during the lease, and afterwards, the two parts (in three to be divided) of that tenement, which two parts might be worth 10l. per annum. Notwithstanding this statement, however, the whole of this tenement is now the property of this charity.

It is further stated, that Grace Whyte held all the part purparty and portion belonging to the said John Huddle, of a tenement in Bowdell, in the parish of Cheriton Fitzpaine, for 99 years, without impeachment of waste, from 20th September, 35th Elizabeth, at the yearly rent of 6s. whereof 3s. were paid to the high lord. The following memorandum is added: "This tenement

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* is worth 20l. per annum, and I think Huddle had the third thereof;" but a note in the margin of the page states, that the fourth part only of this tenement belonged to the feoffees; and the leases which have been granted by the feoffees comprised only one fourth part of it.

It is further stated, that there was a rent charge belonging to Huddle's heirs, of 15d. per annum, issuing out of a tenement in Perry, in the parish of Cheriton Fitzpaine aforesaid, payable at Michaelmas, yearly, and that the house over the almshouse was set to Henry Grant for five years, at the yearly rent of 21s. from 25th March 1611.

In the earliest existing accounts of the almshouse, commencing in 1687, allowance is claimed by the warden for the above mentioned rent charge of 15d. per annum, as not being received; and we find no trace of its being subsequently collected.

The rents and profits of the estate called Huddesford, in the parish of Woolfardisworthy, and of the portion of Bowdell in the parish of Cheriton Fitzpaine, appear, as far back as the accounts are extant, to have formed part of the general fund for the support of the Torrington almshouses. Those of the former are still so applied, but the latter was sold by the feoffees in 1822. At that time the owner of the other three fourth parts of this estate, which contains about 98 acres, held a lease from the feoffees of the fourth part belonging to the charity, for a term of 99 years, determinable on one life, at the old rent of 6s. per annum; and wishing to sell his portion of the property, applied to the feoffees, to know if they would unite with him, and sell their reversionary interest in the fourth part, belonging to the almshouses, subject to his lease. The feoffees being of opinion that it would be advantageous to the charity, to dispose of their undivided portion of this estate, under the Acts for the sale of the land tax, and to apply the produce of the sale in the redemption of the land tax of the estate called Huddesford, and in the purchase of the land tax of part of the Torrington town lands, as a fee farm rent for the benefit of the almshouses, acceded to this proposition, and the estate was accordingly sold by auction. The share of the produce of the sale to which the charity was entitled, was 710l. 6s. 2d. which sum, (except 35l. 10s. being 5 per cent. thereon allowed by the land tax commissioners for the expenses,) was paid into the bank in the name of the accountant general, and invested in the purchase of three per cent. consolidated and reduced stock, which was applied to the above mentioned purposes. The annual amount of the land tax of Huddesford was 1l. 16s. 5½d. and the consideration for its redemption, 66l. 16s. 10d. three per cent. consols. The annual amount of land tax, purchased of various tenements, parts of the town lands, was 2l. 18s. 6½d. and the consideration for the purchase thereof, 803l. 19s. 10½d. three per cent. consols and

No.	PARISH.	LESSEES.	TENEMMENTS.	Term and Number of Lives on which the Premises are now held.
1	Bideford	James Smith Ley	A courtlage	99 years determinable on three lives.
2		Lewis Wm. Buck	A field called the Crooked Piece, containing 1A. 2R. 14P.	3 lives
3	Great Torrington	T. C. Vicary	A field called Rack Park, containing rather more than half an acre,	1 life
4		John Slolev	A field at Calves Ford, containing about 1¼ acre.	1 life
5		John Cann	House, linhay, garden and close in Calve-street, containing about three quarters of an acre.	3 lives
6		William Smale	House, barn, garden and field in Calve-street, containing about one quarter of an acre, and a field at Holloway Head, containing about four acres.	3 lives

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reduced. The stock invested in the name of the accountant general was very nearly sufficient for this redemption and purchase, there being a deficiency of less than 2s. The land tax of Huddesford is payable by the lessee, during the existing lease thereof, and therefore forms an addition to the income of the charity, together with the annual amount of the land tax purchased.

The expenses attending the sale of the fourth part of Bowdell, and the redemption and purchase of the land tax, considerably exceeded the sum of 35l. 10s. allowed by the land tax commissioners for that purpose, as above stated; the total amount of the bill of Mr. Francis Kingdon, town clerk of Torrington, who was employed as a solicitor on the part of the feoffees, being 77l. 9s. 10½d. This account included the demands of an agent in London, of a surveyor, for valuing the estate, and of a person for calculating the value of the life on which the lease under the feoffees was then held, and the the expenses were much increased by two auctions, for the sale being held without effect, in consequence of no sufficient offer being obtained. We are informed that no more than five per cent. is allowed in transactions of this kind by the land tax commissioners, unless under particular circumstances, and upon special application being made for that purpose. An application was in this case made by the feoffees on behalf of Mr. Kingdon, for a farther allowance, but not till after the transaction had been completed, and the account closed, on which account the commissioners declined entering into it again. The reason assigned by Mr. Kingdon for the application not being sooner made, is, that the vendor of the other three-fourths of the estate pressed for a completion of the sale, and gave him notice, that they should hold him answerable to them for such damages that might occur to them by the delay. This account remained unsettled at the time of our investigation (September, 1823), but we were informed, that the feoffees considered the claim of Mr. Kingdon reasonable under the circumstances of the case, and proposed to liquidate it out of the general funds of the charity.

Nothing had at that time been received by the feoffees in respect of the redeemed and purchased land tax, but the first payment would become due at the then ensuing Michaelmas.

The earliest trust deed produced to us of the almshouse lands, bears date in 1745, and the latest bears date 31st January, 1815, when they were conveyed to the same persons as were then appointed feoffees of the town lands. The conveyances are nearly in the same form as those of the town lands, without specifying the particulars either of the lands or of the trusts.

The following is a rental of the almshouse lands:—

Date of last Renewal.	Consideration.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
14 May 1801		0 2 6	—	
20 Feb. 1818	10 0 0 for one life	3 10 6	Fair rent	The same rent was reserved under a lease for three lives in 1799. This field is intermixed with lands belonging to the lessee.
16 Dec. 1791	No fine	2 2 0	5 0 0	This field appears to have been leased in 1764 for 99 years determinable on two lives, at 2l. 2s. a year without fine, the preceding rent having been 2l. 10s. under a lease of 1751, also granted without fine.
16 Dec. 1790	Do.	2 0 0	4 0 0	In 1767, the rent was raised from 1l. 16s. to 2l.
28 April 1792	Do.	1 10 0	4 0 0	In 1745, the rent appears to have been 2l. 2s. In 1764, the feoffees entered for dilapidations, and let the premises at a reduced rent of 1l. 10s. in consideration of the lessee rebuilding the premises. One life is still subsisting under the lease of 1764. Under the reversionary lease of 1792, the rent was raised to 2l.
5 June 1776	Do.	2 10 0	14 0 0	Under a lease determinable on lives, granted of these premises, in 1765 the rent was raised from 6l. 13s. to 8l. 19s.

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No.	PARISH.	LESSEES.	TENEMMENTS.	Term and Number of Lives on which the Premises are now held.
7	Great Torrington	George Walker	Barn and field in Calve-street, containing about one quarter of an acre.	3 lives
8		John Thorne	A pucile house called the White Hart, with a garden and dung pit in New street, and a field at Calves Ford, containing about two acres.	3 lives
9		Henry Trott	House and garden in New-street.	2 lives
10		John Bennett	A small field in New-street.	1 life
11	Woolfardisworthy	Hugh Carry	An estate, called Heddesford, containing 1 14A. 2R. 23P.	1 life
			Land tax of do. redeemed in 1802, payable by the lessee.	
12	Great Torrington	Henry Beer	House and small field in Mill-street.	1 life
13		John Howard	House and garden in do.	2 lives
14		Henry Trott	House in do.	3 lives
15		Thomas Gunn	House and garden in Well-street.	3 lives
16		The Receiver of the Town Lands	Chief rent	
			Land tax of part of the Town Lands purchased in 1802.	

In the statement of the almshouse lands, in the old decree in Chancery, before noticed, a house in Bideford is included; and in the old survey this part of the property is described as a tenement containing three dwellings, bounded by the lands of Sir Bernard Grenville on the east, north and west, and the highway leading from Bideford to Torrington on the south. In 1765, this tenement appears to have been let, under the description of a dwelling house, to James Evans, for two lives in reversion of one, at the yearly rent of 15s. It appears from a memorandum, that Moses Chanter, in 1801, applied for a lease of three lives in a plot of ground, late Evans's, near Town lane, Bideford, and that it was agreed to grant him such a lease at the yearly rent of 2s. We are informed that this plot of ground (No. 1 in the Rental) is now held by Mr. John Smith Ley under the last mentioned lease, but the counterpart of it could not be found at the time of our investigation, and the rent now paid by him appears to be 2s. 6d. per annum. A considerable arrear of this small rent was due from Moses Chanter previous to 1822, and lost by his becoming insolvent. Our information as to this plot of ground (being of small value, and lying at some distance from Torrington) was unsatisfactory, and we were unable to ascertain whether the house at Bideford, which formerly appears to have belonged to the charity, fell down, leaving only the site thereof, now let as the above mentioned plot of ground, or whether there has been an actual loss of property in that place. Since the time of our investigation this plot of ground has been surveyed and mapped, under the direction of the feoffees, and it appears now to form a courtlage, containing rather less than 30 feet by 14 feet.

Most of the leases of the property of this charity appear to have been granted for terms of 99 years, determinable on three lives, without the payment of any fines. It is difficult to ascertain at this time whether the full yearly value of the premises so let was at the time of granting the respective leases thereof always reserved by way of rent,

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Date of last Renewal.	Consideration.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£ s. d.	£. s. d.	
12 April 1818	40 0 0 and surrender for three lives	1 5 0	2 0 0	
23 Nov. 1797	No fine	5 0 0	30 0 0	In 1759, these premises were granted without fine, for a lease determinable on three lives, the rent being raised from 4l. 15s. to 5l. under which one life is now subsisting. In the reversionary lease of 1797, granted for two lives, the rent is raised from 5l. to 10l.
2 Feb. 1785	Do.	2 2 0	2 2 0	
8 May 1788	No fine	0 4 0	0 13 0	In the old rental, these premises are described as a tenement and quillet of land. In 1703, they appear to have been let for 99 years determinable on lives, at 1l. 8s per annum. In 1734, they were let at a reduced rent of 10s. in consideration of the lessee agreeing to repair the premises, which were fallen down. In 1787, there being a great arrear of rent, and the lessee unable to repair the premises, the lease was surrendered, and in 1788 the present lease of the land only was granted.
8 Dec. 1755	105 0 0	1 0 0	30 0 0	Chiefly moor land, improved of late years, and capable of farther improvement. There are the ruins of a house on the premises. A house is described in the existing lease, and notice has been given to the tenant to rebuild the house. The tenant alleges, that there was no house at the time of granting the lease.
		1 16 5½		
19 Nov. 1778	No fine	2 14 0	4 0 0	
24 June 1800	Do.	3 0 0	5 0 0	
12 Feb. 1818	16 0 0	0 10 0	1 10 0	
28 May 1818	25 0 0	1 0 0	2 0 0	
		0 8 0		
		21 18 6½		
		58 13 0		

sad in some instances this appears very doubtful. At all events, we apprehend that this must be considered a very disadvantageous mode of disposing of the property of the charity, more particularly where the premises consist of land without buildings; and we are informed, that the feoffees have, for about the last 20 years, refused to grant leases determinable on lives, of lands only, belonging to this charity. It is considered advantageous to grant leases of that description of houses on account of the expenses of repairs, which the charity would otherwise incur. Some of the leases were advantageously renewed in 1818, the particulars of which are stated in the Rental.

Mr. Vicary, the lessee of Rack Park (No. 3 in the rental), is one of the present feoffees of this charity. He was not a feoffee when the lease of 1791 was granted to him, but his father was one of the feoffees, and joined in granting that lease. The field might not have been of greater value than 2l. 2s. per annum in 1791; but it will be observed, that the rent of it was, in 1751, 2l. 10s. and was, in 1764, reduced to its present amount.

The lease of the White Hart inn and other premises (No. 8 in the Rental), granted in 1759 for three lives, as stated in the column of observations, is now determinable on one of those lives, the rent being 5l. per annum. For the reversionary lease thereof, granted in 1797 for two lives, both of which are now subsisting, no fine was paid; nor does it appear that any buildings to be erected, or improvements to be made by the lessee, were in contemplation, which might be considered as a consideration for such renewal; but an increased rent of 10l. per annum was reserved by that lease to commence when it should take effect. We apprehend, therefore, that there can be no doubt that this reversionary lease was most improvidently granted by the predecessors of the present feoffees, as no benefit could be derived to the charity from so granting it, except in the improbable event of a considerable depreciation in the value of this part of the property taking place before the existing lease should determine; but we cannot learn that John

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Thorne, the lessee, was connected with any of the then feoffees, and we think it probable that it was granted by them merely from inadvertence. It may indeed be doubted, whether the feoffees have any authority to grant reversionary leases of the almshouse lands, no power being contained in the decree in Chancery for that purpose, although expressly given in the case of the leases of the town lands. The premises demised by this lease are estimated to be at this time of the annual value of 30l. and, consequently, according to that valuation if the reversionary lease shall take effect, the addition which the charity ought to receive to its income upon the determination of the lease of 1759 will be lessened to the amount of 20l. per annum. It is possible that the person on whose life the existing lease is held, may survive those on whose lives the reversionary lease depends, and therefore it is not at present necessary to take any measures for questioning the validity of the latter; but, when the proper time shall arrive, it will be a fit subject for the deliberation of the feoffees, whether they ought not to submit to a court of equity, for its decision, the right of the lessee to claim the benefit of a lease thus granted without consideration.

The house and garden in Well-street (No. 15 in the Rental), had been for many years previous to 1818, inhabited by poor persons without the payment of any rent. In that year the feoffees took possession of them, and granted the existing lease thereof, but we do not find that they had any other ground for claiming these premises as a part of the property of this charity, except that they had thus been used as a habitation for poor persons.

In addition to the property comprised in the above stated Rental, the feoffees are in the receipt of the following rents, paid in respect of houses and fields in the parish of Great Torrington, under the name of "Copplestone's Alms Rents."

Owners of the Property.	Premises out of which the rents are paid.	Rents.
		£. s. d.
William Saunders	A house, adjoining E. H. Caddy's house	2 0 0
Thomas Snell	A house, in New-street	1 0 0
John Long	A house, late Cole's, in New-street	0 10 0
Rev. Charles Hill	A field at Brent Bridge	0 10 0
Col. Wollocombe	A field, late Mortimer's, at Goose Green	0 6 0
John Palmer	A house, in Well-street, opposite the old meeting-house.	0 10 0
Thomas C. Vicary	A field, late Fry's	0 12 0
		5 8 0

The Returns made to Parliament in 1786 state the names of the benefactors to the almshouses to have been John Huddle, whose will we have already noticed; William Stevens, of whose donation the only statement we find is in a note in the old survey book, where the three tenements in Mill-street (Nos. 12, 13, and 14, in the Rental) are mentioned to have been given by him about the year 1630, for the relief of the poor people in the western house of the almshouses; and Anthony Copplestone, from whose gift the above mentioned rents are probably derived, but we have found no other document showing either the date or the particulars of his gift.

In the almshouse accounts for 1687 we find the following rents stated at the foot of the rental for that year, under the title of "Copplestone's almshouses belonging to "the town of Great Torrington, the yearly "rent of them."

	£. s. d.
Franklyn	2 0 0
Haynes	1 0 0
Tucker	0 10 0
Gloyne, for Crowbar	0 10 0
Gloyne	0 12 0
Sweet	0 6 0
Scriggins	0 10 0
Scriggins	0 4 0
	£5 12 0

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Allowance is claimed in that year by the almswarden for 4s. Scriggins's rent, as "not paid." The rents are continued in the rental for each succeeding year, under the various titles of "Copplestone's almshouses," "Copplestone's alms rents," and "Copplestone's almshouses and lands," and from the year 1697, Scriggins's rent of 4s. is omitted, the amount being thus reduced to 5l. 8s. The rent of 12s. paid by Gloyne, in 1687, is afterwards stated to be paid for "Lewis Holman's tenement." In the accounts for 1716, this rent ceases to appear amongst Copplestone's rents, but a memorandum in the book states that tenement to have been let to Mrs. Vallet, at the rent of 1l. 5s. 6d. per annum, which is carried into the general almshouse rental. From that time, rent varying in amount appears to have been received for "Holman's tenement" for several years, and afterwards for "Holman's field" till 1753, and at the close of the account for that year is the following note:—

"Holman's field, mentioned in the fore-"going account, is part of Copplestone's "gift, being 12s. a year, and paid entiently "by James Gloyne, the occupier thereof, out "of it. The land of it was sold by Copple-"stone's heirs to Thomas Fry, charged with "the 12s. a year, for ever, from Christmas, "1753."

It is to be collected, from the above mentioned extracts from the accounts, that the feoffees, in 1716, took possession of Holman's tenement, and let it at rack-rent, as being entitled to the land itself, and not merely to an annual payment out of it; that in 1753, it was found that they had acted erroneously, and that the land was then given up to the heirs of the donor, subject to the old annual payment of 12s. which has been continued to the present time, although it has hitherto been inserted among the general receipts of the almshouse lands, and not among those of Copplestone's rents.

We are informed, that searches have been made amongst the papers belonging to the corporation and feoffees, but that no document can be found relating to Copplestone's alms rents, and we have not been able to discover any further evidence tending to show what was comprised in the original grant of Coppletone to the almshouse. Mr. F. Kingdon, the town clerk of Torrington, states, that he has known two instances, in which a regular title to the freehold of parts of the property, out of which those rents are now paid, has been produced.

The almshouses consist of a row of buildings, containing ten rooms, five below and five above, on the north side of the churchyard of Torrington, each room forming a distinct dwelling, with a separate entrance. Of these dwellings, seven were, at the time of our investigation, inhabited by poor women of the parish of Great Torrington, two to each dwelling, for the most part widows, but in some instances aged unmarried women. Two of the dwellings were inhabited by two poor men and their wives; and of the remaining two, one, which is said to have been formerly occupied by the parish clerk, was let by the person then holding that office for 20s. per annum, the rent being received by him, and the other was occupied by the sexton.

In the statement of the property of the almshouse in the decree in Chancery, four chambers in the church-yard are mentioned as being then let at yearly rents. There appears to have been also at that time a house adjoining the almshouse, inhabited by a poor man for sweeping the church and a chapel used as a school. The following premises have, for a great length of time, been inserted in the annual rentals of this property, but the rents are therein stated to be "never collected."

	Rent. £.	s.	d.
A house in the church-yard, under the chapel	0	6	8
A house, blown up with the church	0	4	0
A house in the church-yard	0	10	0
Two chambers in the almshouse	1	16	8
Two ditto	1	16	8
Two ditto	1	10	0

There is a tradition, that the chapel and some houses formerly standing in the church yard were many years ago destroyed by fire. The dwellings which have long been held by the clerk and sexton are probably a part of the chambers which were formerly let at yearly rents. The feoffees have determined to remove the sexton from the room occupied by him, and to take possession of that of which the clerk receives the rent, and to let them at annual rents for the benefit of the charity.

We are informed, that with the exception of the instances of the two poor men and

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their wives now in the almshouses, the inhabitants of it have always been women, and that it is reputed in the town, that they were intended for widows only, but in the documents which have come under our notice, there is nothing to show that aged unmarried women ought to be excluded from them.

It appears from the early part of the accounts, that there were eight almswomen receiving allowances, including two on Mr. Copplestone's foundation, and the same number received 1s. a week each till 1800, when their weekly allowance was raised to 1s. 6d. In 1806, it was ordered by the feoffees, that Grace Judd should in future be paid only 1s. per week, and that no person should be put into the almshouse without the consent of the feoffees, at a meeting convened for that purpose, and it was intended, that the number should be reduced to six, the income being inadequate to the debts incurred. From that time till 1819, the number of women receiving allowances appears to have varied from six to seven, but from 1819 to the present time the number has been reduced to four, each receiving 1s. 6d. per week, the other inhabitants of the house having no allowances paid to them.

The last mentioned diminution of the numbers receiving weekly payments was made in consequence of an inquiry instituted by the feoffees, into the state of the debt due from the almshouse account to that of the town lands, which had arisen in the following manner. The offices of receiver of the town lands and warden of the almshouse appear to have been always held in each year by the same person. The accounts of each trust were kept separately, but the annual balance of the almshouse account, if in favour of the warden for the time being, was usually not carried over to the next year's account, but received by him from the town lands account. In consequence, partly of the increase of the weekly allowance to the almswomen in 1800, and partly of considerable repairs done to the almshouse, the expenditure had much exceeded the income, and the feoffees, upon their inquiry in 1818, stated the amount of the debt appearing to be due from the almshouse account to the town lands account, upon an examination of the accounts for the preceding 20 years, to be 290l. 16s. 5½d. of which there had been repaid, previously to the time of our investigation, various sums, amounting to 174l. 0s. 6½d. a considerable part of which arose from the fines received for the leases granted in 1818, leaving, according to this statement, a balance of 116l. 15s. 11d. still due. We found, however, upon an inspection of the accounts, that for several years previous to 1798, the balances had been usually in favour of the almshouse account, and we therefore conceived, that in fairness to this charity, the account ought to be opened from an earlier period, and after extracting the balances on each side of the account, from Michaelmas 1770 to Michaelmas 1822, and giving credit to this charity for the repayment of the above mentioned sum of 174l. 0s. 6½d. it appeared to us, that the balance due at the time of our investigation, from the almshouse account to the town lands account, was only 53l. 14s. 3½.

The four women to whom the weekly allowance is paid receive also from the funds of the charity, on certain festivals, small payments in money, which are probably of very ancient date, and are enumerated in a list of them kept by one of the almspeople, amounting in the whole, including 1s. to each to buy wood at Christmas, to 1l. 11s. 7d. per annum. These payments are calculated by the above mentioned list for four persons only, probably the original number of the inhabitants of the almshouses, and have always been confined to four, when a larger number have received the weekly allowances. Of the four women now receiving allowances, one, who is blind receives 1s. a week in addition, from the parish, but the other three have no parochial relief. Each of these women also receives from the charity certain articles of clothing, to the amount of 15s. 2d. in one year, and of 9s. 2d. in the succeeding year, and in addition thereto, a pair of shoes and stockings in each year.

The almspeople are appointed as vacancies occur, by the corporation and feoffees. Till within the last few years the appointment of them was left to the warden for the time being.

We understand, that it has for many years been usual to place two persons in each of the dwellings, but it may be doubted, whether, in the original establishment, each poor person was not allowed the use of a separate apartment.

The other items of expenditure, besides those already enumerated, are, the repairs of the almshouses, a chief rent of 3s. 4d. per annum paid to the receiver of the town lands, and an annual sum of 4s. 4d. allowed to the warden for keeping and engrossing the accounts.

The following is a summary of the expenditure for the years ending at Michaelmas, 1821, and Michaelmas, 1822 :—

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	1821. £.	s.	d.	1822. £.	s.	d.
Payments to four almswomen, at 1s. each per week	15	12	0	15	12	0
Clothing in 1821, at 9s. 2d.; in 1822, at 15s. 2d. each	1	16	8	3	0	8
Festival and wood money	1	10	3	1	11	7
Shoes	1	1	0	1	1	0
Stockings	0	6	8	0	6	8
Repairs of the almshouse	6	17	6	5	6	11
Chief rent payable to the receiver of the townlands	0	3	4	0	3	4
Drawing and engrossing the account	0	4	4	0	4	4
Bread bill	3	13	8	5	14	0
Postage	0	0	4	0	0	0
Mr. F. Kingdon's bill for legal expenses for several years	0	0	0	13	9	9
	31	5	9	46	10	3

The bread bill mentioned in this account ought not to have been included in it, as will be more particularly hereinafter stated in the account of John Smyth's gift; but it should be observed, that the rent of the field given by him was at the same time received by the almswarden.

The annual income has received a considerable increase by the redemption and purchase of the land tax, with the produce of the sale of the fourth part of the estate called Bowdell. It will also be farther augmented upon the failure of the life, now of the age of 73, on which the lease of the estate called Huddesford is held; and additional improvements will take place, as the other lands come into the hands of the feoffees, on the determination of the leases thereof.

The first object of the feoffees ought to be, to discharge the balance due to the town lands account; and when that is done, they will be enabled, with due attention, on their part, to render the charity much more beneficial to the poor inhabitants of the almshouses than it has hitherto been. The numbers of them to whom relief can be extended, and the amount of their allowances, must depend on the gradual improvements that will take place in the income.

The mode of auditing the accounts of the almswarden has been already mentioned in the statement of the townlands. It is very desirable that, in future, when the above mentioned debt is discharged, the balances upon these trusts should be kept entirely distinct from each other, and carried forward to the account of the succeeding year.

Since 1817, the specific items, forming the revenue of the charity, have not been inserted in the warden's accounts, but the total amount received has been stated by reference to the rental. It appears to us, that a recurrence to the former mode would render the accounts more clear, by showing to each succeeding warden, the amount of the arrears of rents (if any) remaining to be collected.

Magdalen Lands.

By articles of agreement, bearing date 20th September, 1665, of which a copy was produced to us, between Tristram Arscott, of the parish of Launcells, Cornwall, esq. hereditary sole and perpetual guardian of the hospital of Saint Mary Magdalen, at Taddiport, in the parish of Little Torrington, of the first part; Philip Harris, recorder of Great Torrington, and Abraham Dennis, one of the aldermen of that town, on the behalf of the said town, of the second part; and Joseph Copplestone, esq. and Ananias Mill, and the churchwardens and overseers of the poor of the parish of Little Torrington, for the time being, on the behalf of the parish of Little Torrington, of the third part; It was covenanted and agreed, that all former deeds granted by the said Tristram Arscott to the town of Great Torrington, of the revenues of the said hospital, in the vacancy of lazars or leprous people, and all awards made for the payment of the said revenues to the said town of Great Torrington and parish of Little Torrington, should be void; That the said Tristram Arscott should, at all times, at the request of the said Philip Harris, Abraham Dennis, Joseph Copplestone, and Ananias Mill, and their heirs, and at the costs of the mayor, aldermen and capital burgesses of Great Torrington, and the churchwardens and overseers of the poor of Little Torrington convey the said hospital profits and revenues thereof, in the vacancy of lazars or leprous people, to the said mayor, aldermen, and capital burgesses, and to the said Joseph Copplestone and Ananias Mill, and the churchwardens and overseers of the parish of Little Torrington, and to their successors, to be equally divided between them, towards the relief of the poor of the said town and parish, the then decays and ruins within and about the said hospital being first repaired, and the same, with the almshouses, mansion-house and chapel still kept in

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good repair, out of the revenues of the said hospital; That the said Tristram Arscott, and his heirs, should only be named in all grants of the said hospital lands, as parties for the letting of the same; That the said mayor, aldermen and capital burgesses of Great Torrington, and the churchwardens and overseers of Little Torrington, for the time being, should for ever nominate two honest and sufficient persons of the said town, and as many of the said parish of Little Torrington, with the consent of the said Tristram Arscott, to collect the rents and revenues of the said hospital, and to pay over one moiety of the same to the mayor, aldermen and capital burgesses of the said town, and the other moiety to the churchwardens and overseers of the said parish, to be distributed as aforesaid, the reparations aforesaid being first deducted, they rendering a true account thereof, yearly, to the said Tristram Arscott, and his heirs; and that the same four persons should have power to agree for the letting of the lands and tenements of the said hospital, at the best advantage, in such manner as they had been used to be let; and that the said Tristram, and his heirs, should allow such contracts, and execute such deeds, as should be tendered to him or them for the confirmation of the said contracts, with the ancient hospital seal; That when any lazars or leprous people should be sent to the said hospital to be maintained, such persons should be sufficiently provided there, as formerly such persons had been, or as need should require; and that then there should be nominated a fit and honest person to be governor of the said hospital & lazars; and that a fit person should be forthwith nominated to be reader in the chapel, for the constant and public reading of divine service, and other services and prayers which should be appointed to be read then, according to the order of the church of England, once every Sabbath-day, at the least, in the vacancy of lazars, and twice every Sabbath-day during the continuance of lazars there, by the said mayor, aldermen and burgesses of Great Torrington, and the churchwardens and overseers of the parish of Little Torrington, and their successors, so as the said persons should be approved by the said Tristram Arscott, or his heirs, before they should officiate in any of the said places; and that such persons should receive such annual salaries for their services as formerly had been paid to persons in the same places; That if there should be less than three lazars in the said hospital at any one time, the governor for the time being should give such allowance to the said lazar or lazars, as should be thought fit by the said mayor, aldermen and capital burgesses of Great Torrington, and the churchwardens and overseers of Little Torrington; and that then the overplus of the profits should be equally divided amongst the poor as aforesaid.

By indenture, bearing date 2d October, in the same year, between the said Tristram Arscott, of the first part; the mayor, alder-

No.	PARISH.	LESSEES.	TENEMENTS.	Term and number of Lives.
1	Little Torrington	Henry Stevens, esq. now Messrs. Loveband, Slade & Co.	Three fields, formerly two, containing about six acres.	99 years determinable on 2 lives.
2		Richard Thorne	A field containing about five acres.	Do. on two lives
3		John Walter, now Frank Saunders.	A meadow, of about ¾ of an acre.	Do. on one life
4		William Friendship	A house and garden at Taddiport.	Do. on two lives
5		Edmund Saunders	A house, curtilage and garden, at Taddiport.	Do. on three lives
6	Great Torrington	Peter Sing, now Peter Sing, Daniel Sing, and Thomas Bowden.	A house and garden, in Mill-street.	Do. on two lives
7		Thomas Fowler, now John Holwill.	An orchard, in Mill-street, containing about three-quarters of an acre.	Do. on three lives

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men and capital burgesses of Great Torrington, of the second part; the said Joseph Copplestone and Ananias Mill, of Little Torrington, and the churchwardens and overseers of the poor of Little Torrington, for the time being, of the third part, reciting, that some of the ancestors of the said Tristram, to whom he was right heir, had theretofore given all those messuages and houses called the Hospital or Lazar-house of Saint Mary Magdalen, being in Taddiport, within the said parish of Little Torrington, and divers messuages, lands, tenements, rents, &c. to the said hospital belonging, for the maintenance of all such poor lazars as should be sent to the said hospital; and forasmuch as for some years past, there had not been any lazars in the said hospital, by which means the rents and profits of the said premises could not be employed to the charitable intent of the founder thereof; the said Tristram Arscott, to prevent the misemployment thereof for the future to private uses, and for the continuance of the same to good and charitable uses, till they could be employed to the uses for which they were at first given by the founder thereof, and for the good affection which he bore to the poor of the town of Great Torrington, and the good of the parish of Little Torrington, granted and enfeoffed to the said mayor, aldermen and capital burgesses of Great Torrington, and their successors, and to the said churchwardens and overseers of Little Torrington, and their successors, the said hospital and lazar-house of Saint Mary Magdalen, and all the messuages, lands, tenements, rents, &c. to the same belonging, and which had been given by the ancestors of the said Tristram Arscott, for the use and maintenance of such lazars as aforesaid, upon trust, that the rents and profits of the said hospital lands and premises, should for ever thereafter be employed to such uses and purposes, as in the above-mentioned articles were expressed and declared.

It appears from an old account produced to us, dated in 1690, that at that period the rents of all the Magdalen lands were collected by one receiver, and divided in moieties between the parishes of Great and Little Torrington; and from another account, dated in 1729, that a partition of the lands themselves had before that time taken place between the two parishes; but we have not found any instrument relating to this partition, nor can we state the date of it with any greater accuracy, than that it must have been carried into effect in the interval between 1690 and 1729.

We are informed, that the leases of all the Magdalen lands, whether appropriated to the poor of Great or Little Torrington, were formerly granted jointly by the corporation of the former, and the churchwardens and overseers of the latter; but that of late years, the corporation alone have granted the leases of the Great Torrington portion of the lands, the particulars of which are stated in the following Rental:—

Date of Lease.	Consideration.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
12 Mar. 1767	No fine	3 5 0	24 0 0	
6 April, 1791	No fine	5 1 0	14 0 0	The lease of 1791 was granted in reversion of a then existing lease, determinable on one life, at the same rent.
14 Sept. 1780	No fine	0 19 0	4 0 0	
26 Mar. 1808	19 19 0	0 7 0	3 0 0	This lease was granted by auction; the premises were in a dilapidated state; the house has been repaired by the lessee.
26 Dec. 1801	15 0 0	1 10 0	6 0 0	The premises were in a dilapidated state when the present lease was granted; the lessee agreed to surrender the premises, but was too poor to pay for the dilapidations; the present lessee has rebuilt the house.
10 Feb. 1791	2 2 0	0 18 0	2 0 0	
12 Feb. 1818	85 0 0	2 0 0	10 0 0	In 1813, this orchard having been before leased for lives, was given up by the lessee, the walls being in a dilapidated state, it was then let for 7 years, at 15l. per annum, but the tenant was unable to pay his rent. In 1818, it was agreed to grant a lease of it by auction, the tenant agreeing to repair the walls, which were then in a bad state, for 99 years, determinable on three lives: and the present lease was accordingly granted to T. Fowler, in trust, for Mr. Francis Kingdon, of Great Torrington, town clerk, who was the highest bidder at the auction, & who afterwards rebuilt the walls.

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None of the premises (with the exception of the orchard, No. 7) are assessed to the poor's rates of the respective parishes in which they are situate. This advantage necessarily increases their value to the lessees.

It appears, from the above stated rental, that the three first tenements contained in it, consisting of lands only, without buildings, are now held on leases determinable on lives, granted without the payment of any fine. We know not whether the reserved rents were at the time of granting them respectively considered as fair remunerations for the occupation of the premises, but they bear a very small proportion to their present estimated annual value.

We apprehend that this was a most disadvantageous mode of letting the property, and that the reversionary lease of No. 2, granted in 1791, without fine, and without any increase of rent, was more particularly improvident, as it enlarged the tenant's term without any advantage to the charity, either immediate or prospective, unless in the improbable event of a decrease of the annual value of a field of five acres, below the amount of 5l. 1s. per annum, which had been reserved as the rent of it by a lease in 1756. It is not the intention of the corporation to grant any more leases determinable on lives of lands only belonging to this foundation.

The buildings on the property are stated to be in good repair, except the house on No. 6, which is in a dilapidated state. It was intended at the time of our inquiry, to give notice to the lessees to repair this tenement.

It had been usual for the mayor of Great Torrington for the time being to receive the income of these lands, for distribution amongst the poor of that place, as he thought fit, without any account being rendered by him of such distribution. But since 1818, the disposal of the rents has been entrusted to a committee of five members of the corporation, at the meetings of which committee, any of the inhabitants of the town are at liberty to attend. The amount of the rents being considered at present insufficient for an annual division of them amongst the poor of this town, who are very numerous, they are laid out once in two years, in providing materials for clothing, which are given away by the committee at the town hall in the winter season, amongst all the poor, whether receiving parochial relief or not, public notice being given of the intended distribution. An account is kept of the sums bestowed, and of the persons who partake of the charity. The deductions from the rents are; a moiety of the repairs (if any) of the chapel at Taddiport, in the parish of Little Torrington, where divine service is performed twelve times in the year by the rector of that parish, in respect of which he receives the rent of a field, which will be mentioned in the account of the Little Torrington portion of the Magdalen lands, in a subsequent part of this report; and the annual sums of 10s. 6d. allowed to the town clerk for keeping accounts and inspecting the property; 7s. to a person for collecting the rents and assisting at the distribution; and 5s. to the parish clerk for his attendance at the chapel when service is performed there.

The last distribution was in January, 1822; and at the time of our inquiry, the town clerk had received the amount of an additional year's rent.

If, as the leases of the fields determine, they shall be let as is proposed, at rack rent, it may be expected that the income of the charity will be greatly improved, and that it will be sufficient to allow of an annual distribution to the poor.

Annuity of 13s. 4d. payable out of the Great Tithes.

It appears, from an entry in the before mentioned old Book of Wills, &c. that King Henry the Eighth, in the 38th year of his reign, impropriated the rectory of Great Torrington to the dean and chapter of Christ Church Oxford, and ordained that the said dean and chapter, and their successors, should every year distribute, or cause to be distributed, amongst the poor parishioners of the church of Torrington, a certain reasonable sum of money, arising out of the fruits of the same church, extending even to the sum of 13s. 4d. and by the diocesan of the same place to be limited and assigned.

Lord Rolle, as the lessee of the Great Tithes of Torrington, under the dean and chapter of Christ Church, now pays the annual sum of 13s. 4d. to the receiver of the town lands of Great Torrington. This sum, together with those arising from Monckley's dole, Veysey's dole, and Blackmore's gift, hereinafter mentioned, have for a great number of years been inserted in the rental of those lands, and carried to the receiver-general's account. In the earlier receiver's accounts, we find traces of their having been distributed to the poor, but for a great length of time, the purposes for which they were given appear to have been lost sight of.

We have suggested to the corporation and the feoffees the propriety of opening an account distinct from that of the town lands, which shall include as well the small annual sums arising from the above mentioned donations, and that of Thomas Saunders, next hereinafter stated, as also the other charities under their management, mentioned in a subsequent part of this report; for providing bread for the poor of this parish, and that each donation shall be applied in

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conformity to the intentions of the respective donors.

SAUNDERS'S GIFT.

It is stated in the old book of wills, that Thomas Saunders, by indenture, bearing date 20th November, 25 Elizabeth, gave to John Seller, then mayor, and five others, burgesses of Torrington, and their heirs, "a close of land lying on the north and west "parts of a little lane called Frog Lane, and "the lands of Richard Bellew, and Thomas "Risdon, esquire, on the south and east "parts, within the borough of Torrington," to the end that they should yearly employ the issues and profits thereof to the relief of the poor people of the same town of Great Torrington for ever, with power to appoint new trustees, burgesses of the said borough, when those then appointed should be reduced to two.

It appears from the same book, that this close contained half an acre of land, or better, that it was let at a yearly rent, and the profit of it bestowed yearly among the poor of the town on Christmas eve; the amount of the rent in 1613 being 18s., whereof 1s. was paid to Sir Henry Rolle, the high lord, and the other 17s. were distributed, according to the intent of the donor, by the receiver of the town; and that in 1651, it was let for 21 years determinable on three lives, at the yearly rent of 1l. 12s.

We have found some difficulty in identifying the property thus given for the relief of the poor. We find, that in 1688 the sum of 1l. 8s. was received by the receiver of the town lands as the rent of Saunders's close; and that, in the disbursements for the same year, "Saunders's dole" is, amongst others, the whole amounting to 3l. 4s. charged as having been given away. This distribution appears to have ceased very shortly afterwards; and we apprehend, that this field has been, from that time to the present, included in the general rental of the town lands. An annual rent, the amount of which was, in 1693, 1l. 6s. 8d.; in 1715, 1l. 1s.; in 1720, 1l. 4s.; and in 1721, 1l.; continued to be received by the receiver till 1745, when the last sum of 1l. was received for a year's rent of "late Saunders's, now William Colwill's." In the accounts for 1746, credit is given for 10l. received from Mr. Colwill as a fine for a lease; and, in 1747, 1s. was received from the said Mr. Colwill, as the rent of Saunders's field.

A lease has been found, bearing date 7th May, 1746, whereby the feoffees of the town lands, in consideration of 10l. granted to William Colwill a lease for 99 years, determinable on three lives, of a close of land or meadow, containing about three-fourths of an acre, more or less, called Saunders's close, situate in Bidnawell lane, near the common, in Great Torrington, bounded by the said lane on the east, by the lands of Henry Rolle, esquire, on the north, and by the lands of Giles Risdon, esquire, on the south and west, then in the possession of the said feoffees, at the yearly rent of 1s. In 1763, a similar lease of this field was granted to John Kingdon, in consideration of the surrender of the former, and of a fine of five guineas; and in 1795, a lease of it was granted, in consideration of a fine of 30l. to John Kingdon, for three lives, at the yearly rent of 5s. A high rent of 1s. per annum is now paid out of this field to Lord Rolle. Its estimated annual value is about 3l.

As we conceive that the field given by Thomas Saunders is, by the extracts from the old book, the entries in the receiver's accounts, and the above mentioned leases, clearly identified, we have suggested to the feoffees, that the rent of it ought during the continuance of the existing lease to be carried, with the before mentioned donations, to a distinct account, for the benefit of the poor; that when the present lease shall determine, the field ought be let at rack rent for the same purposes; and that the funds arising from the town lands ought to be held answerable for the last mentioned fine of 30l. which should be carried to the above mentioned separate account.

MONCKLEY'S DOLE.

It is stated in the same old book, that *John Monckley*, by his will, bearing date 4th February, 1624, gave to the mayor of Torrington for the time being, two annuities of 13s. 4d. a-piece, one issuing out of the southern close of Dunacroft, in the parish of Great Torrington, the other out of the northern close there, at Christmas and Easter, to the overseers of the poor of the town of Great Torrington, who were to distribute the same by the direction of the mayor, minister and churchwardens, on Christmas eve and Easter eve, among such poor people of the said town, as to them should seem fittest. It is added, that this was confirmed by Andrew Monckley, the testator's brother and heir, by deed.

These two annuities of 13s. 4d. each are now paid by James Cutcliffe, out of the field charged therewith, lying near Week, in this parish.

VEYSEY'S DOLE.

An annual sum of 6s. 8d. appears, from the old account of the town lands, to have been received in 1688, under the name of Veysey's Dole, but we have not found any

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other document relating to it. The same sum is now paid out of a field in the parish of Little Torrington, in the occupation of William Gordon.

Blackmore's Gift.

Thomas Blackmore, by his will, bearing date 25th March, 1672, gave an annuity of 6s. 8d. issuing out of a barn and quillet of land in New-street, to the poor of Great Torrington, to be delivered, the one half in bread to the poor two days before Christmas, and the other half in bread two days before Easter, yearly.

This annuity is now paid out of a field in New-street, belonging to T. C. Vicary, in the occupation of Mary Stevens.

The manner in which the three last donations have hitherto been disposed of, and the intended improvement in their application, have been stated in the above account of the annuity of 13s. 4d. payable out of the great tithes.

Sir John Acland's Gift.

Sir John Acland, the particulars of whose gifts for bread to various parishes have been stated in a former Report, in the account of the Charities of the city of Exeter, directed that 2l. 12s. per annum should be paid to the mayor of Great Torrington for the time being, for providing weekly 13 loaves of bread, to be distributed every Sabbath day after morning prayer, to 13 such of the poorest sort of people of that borough, as the mayor, and four most ancient masters of the said borough should appoint. This annual sum is received from the town clerk of the chamber of Exeter, not by the mayor, but by the churchwardens of Great Torrington. It has been laid out in bread, which was distributed every Sunday in the year till the year 1818, but since that time the weekly distribution has been discontinued; and the bread derived from this gift, as well as from others, hereinafter mentioned, has been given away at seven or eight times in the course of the year.

It appears to us desirable, that the weekly distribution should again be adopted, in conformity with the directions of the donor.

The said Sir John Acland also gave, in 1613, 20l. to be for ever employed by the mayor, aldermen and burgesses of Great Torrington, in binding poor children of the town apprentices. This sum appears to have been long since lost.

Richard Smith's and James Smith's Gifts.

It is stated in the old book of wills, that *Richard Smith*, by his will, bearing date 23d July, 1631, gave to the mayor, aldermen and burgesses of Torrington, 50l. the profit thereof to be distributed from time to time, by the discretion of his two sons, and the mayor and justices of the peace, in bread, every Wednesday after morning prayer in the church, in one pennyworth of white bread a piece, upon such of the poor people of that town then present in the church, as by them should be thought meet; not abating by means thereof any part of the weekly or monthly pay otherwise appointed for the relief of the poor.

In the accounts of the receiver of the town lands for 1695, a sum of 3l. is charged as paid for bread, being the interest of 50l. Richard Smith's gift, then in the feoffees hands.

The distribution of bread which has been made of late years, in respect of the gifts of this donor, and of —— Welsh, will be stated in the account of John Smith's gift.

It is also stated in the same book, that James Smith, by his will, bearing date 10th August, 1703, gave to the poor of Great Torrington 20l. to be put at interest by his executor, and the mayor and two aldermen of that town; and the increase and profit thereof, to be every Wednesday distributed in the church, with his grandfather's bread, among such poor people as had decently remained there during the prayers of the church.

We have not been able to find any further trace of this gift, or that any increase of the Wednesday's distribution of bread took place in respect of it.

Welsh's Gift.

We have found no trace of any deed or will relating to this gift. The earliest notice of it is in the accounts of the disbursements of the receiver of the town lands for 1695, when the sum of 1l. 6s. is charged, as "paid to Susan Welsh half a year's "bread, Mr. Welsh's gift, as per order;" and from that time the annual sum of 2l. 12s. appears to have been paid for "Welsh's Bread." No corresponding sums are found on the receipt side of these accounts; it may therefore be conjectured, that in consequence of some gift of Mr. Welsh, a distribution of bread to the amount of 1s. per week, was considered a charge upon property in the hands of the feoffees of the town lands.

John Smith's Gift.

John Smith, by his will, bearing date 9th July, 1662, as appears from the before mentioned old book of wills, gave to the poor of Great Torrington, for ever, a little meadow, lying by Philip Hill in that parish, the profits thereof to be bestowed in bread

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every Friday, as the overseers of the poor should think fit, which would amount to 8d. per week, with the advantage.

This meadow, called the Bread Field, which contains less than an acre, is now in the occupation of Walter Brown Cock, as yearly tenant, at 5l. per annum.

In 1689, it was let for a term of 21 years, at the rent of 9d. per week; and in 1768 for 14 years, at 1l. 19s. per annum, being after the same rate per week. In 1782, it was let for a term of 14 years, at 2l. per annum; and in 1800, for a similar term at 4l. per annum, after the expiration of which the rent was increased to its present amount, but it is considered to be too high; and it was proposed at the time of our inquiry to reduce it for the year ending at Lady-day, 1823, to 4l.

For a great number of years previous to 1815 the rent of this field appears to have been carried into the account of the town lands. From 1815 to 1823, it has been carried to the account of the almshouse lands.

A tablet in the church, dated in 1778, which enumerates the charities given for distributions of bread to the poor of this parish, states the donations of Richard Smith, —— Welsh, and John Smith, as follows:

Mr. Richard Smith, 28 halfpenny loaves, to be distributed every Wednesday after morning prayers.

Mr. Welsh, 24 halfpenny loaves, to be distributed every Friday after morning prayers.

Mr. John Smith, 18 halfpenny loaves, to be distributed every Friday evening.

The annual amount of these distributions would be, for—

	£.	s.	d.
Richard Smith's gift	3	0	8
Welsh's Gift	2	12	0
John Smith's gift (being the amount of the rent of the field given by him, till 1782)	1	19	0
	£7	11	8

Supposing that the town lands may be considered chargeable with the distributions made in respect of the two former of these gifts, an increase of that made in respect of the latter ought to have taken place, as the rent of the Bread field was progressively improved; but the same annual sum of 7l. 11s. 8d. appears to be charged for the bread bill in the receiver's accounts till 1815, from which time the rent of the Bread field has been carried to the receipts in the account, of the almshouse lands, and the bread bill has been charged among the disbursements in that account, which has therefore been burdened with the balance of the bread bill beyond the rent of 5l. received for the rent of the field.

This appears to us to have been incorrect, as there can be no ground for charging the donations of Richard Smith and Mr. Welsh, upon the almshouse funds.

Until 1818, the weekly distributions of bread were continued on the days specified in the church tablet; but from that time the bread has been given away seven or eight times in the year, both the periods, and the amount of the distributions, depending upon the directions given by the person exercising for the time being, the offices of receiver of the town lands, and warden of the almshouse. This alteration of the system has produced much irregularity, and a considerable diminution in the annual amount of the distributions of bread, as will appear from the following statement:—

	£.	s.	d.
Amount of bread distributed from Michaelmas 1818, to Michaelmas, 1819	4	13	11
From Michaelmas 1819, to Michaelmas, 1820	6	15	9
From Michaelmas, 1820, to Michaelmas, 1821	3	13	8
From Michaelmas, 1821, to Michaelmas, 1822	5	14	0
From Michaelmas, 1822, to August 31st, 1823	8	12	0
	£29	9	4

but the amount of the weekly distributions for five years, from 1818 to 1823, according to the inscription on the church tablet, without including any addition in respect of the increase of the rent of the bread field would have been 37l. 18s. 4d.; a balance, therefore, appears due to the poor upon this statement, of 8l. 9s. which, as appears to us, ought not to be taken from the revenues of the almshouse, but from those of the town lands.

For the future, we have suggested, as we have already mentioned, that all annual sums which ought to be applied to the providing of bread to the poor, including those which it would appear are payable by the feoffees of the town lands, in respect of Richard Smith's and Welsh's gifts, shall be carried, with the pecuniary donations before stated, to a distinct account, and that the distribution thereof shall be made according to the directions of the respective donors.

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James Smith's Gift.

James Smith, by his will, bearing date 15th November, 1665, (as appears by the old book of wills), gave to the feoffees of Great Torrington, and their successors for ever, his house and garden in New-street, in Great Torrington, which he purchased with other lands of William Adams, which premises were late in the occupation of Thomas Slooman, weaver, and then of John Abraham, in right of Margaret his wife, with the reserved rent of 10s. yearly, out of which 1s. was payable to the lord of the manor of Great Torrington, and the other 9s. were to be paid to the said feoffees, and their successors, during the estate granted by the said James Smith to the said Margaret, to be given by them to one such poor weaver of the town of Great Torrington yearly, as they should think fit, and after the said estate should determine, his will was, that the feoffees, and their successors should, of the clear yearly profits of the premises, bestow weekly in bread, eight pence, to be given and distributed to the poor of Great Torrington, on every Wednesday, and that the overplus (if any) should be employed in such good and charitable uses as they should think fit.

It appears from the old accounts of the receivers of the town lands, that in 1685, 9s. was received of John Abraham, and that the same sum was paid as Mr. Smith's gift to a poor weaver. The same annual sum continued to be received at first from John Abraham, and afterwards from Richard Abraham, and disposed of in the same manner till 1712, when the latter paid 2l. 12s. for a year's rent, as being due out of his house from his mother's death, and the same annual amount of rent is stated in the accounts to have been received till 1750, subsequently to which we find no entry of it. The payment of 9s. per annum to a poor weaver ceased in 1717, the surplus of the rent to that time, and the whole of it to 1750, forming a part of the general fund of the town lands, without any specific application of it to the purposes intended by the donor.

We are informed, that an old man, whose name was Samuel Sing, and who had formerly been a weaver, died in the occupation of a house and garden in New-street, several years ago; that his daughter, some years after his death, lived in the house, which became ruinous and fell down, but we cannot ascertain that any rent was ever paid for it by these occupiers. This is supposed to have been the house given by the will of Mr. James Smith. The site of the house and the garden now form a small plot of ground surrounded by a wall, which, at the time of our investigation, was in the occupation of J. Sing, who paid no rent for it, but had a few months before that time offered to rent it of the feoffees of the town lands. It adjoins to, and is united with, another plot of ground held by the father of the said J. Sing, under a lease from those feoffees, as part of the town lands, (No. 50, in the rental,)

Since our examination of these charities took place, we have been informed, that the feoffees of the town lands have taken possession of this plot of land, and have agreed to let it to J. Sing, on a building lease, for a term of 99 years determinable on three lives, without the payment of any fine, at the yearly rent of 1l. 1s. the amount of such rent being fixed by public competition at an auction, and the lessee engaging to erect a dwelling house on the ground, within twelve months.

The future rents and profits of this tenement, ought to form an addition to the bread fund.

Tucker's Gift.

The Returns made to Parliament in 1786, state, that *John Tucker* gave an annuity of 1l. 19s. per annum to poor carpenters, joiners and weavers of Great Torrington. In a statement on a tablet in the church, of the donations given for bread to the poor of this parish, Mr. John Tucker's gift is mentioned to be nine penny loaves, to be distributed to poor carpenters and joiners every Friday,

By indentures of lease and release, bearing date 5th and 6th March, 1734, produced to us by Mr. John Sloley, two houses on the south side of South-street, in Great Torrington, were conveyed to Elizabeth Hays, subject to a high or chief rent of 9d. per week, issuing weekly out of the said messuages, payable to or in trust for the poor carpenters, joiners and weavers of Great Torrington.

We have not been able to find any other document relating to this gift, nor does it appear who were the trustees of it.

The above mentioned two houses are now the property of Mr. John Sloley, who pays 1l. 19s. per annum to a baker, for providing bread to the value of 9d. per week, which he distributes amongst six poor carpenters and joiners of the parish, according to a list furnished to him by Mr. Sloley.

Hockin's and Nicholls's Gift.

It appears from the old book of wills, that *Christopher Hockin*, by his will, previously to the year 1636, gave 20l. to the Castle School of Great Torrington, the profits thereof to come to the schoolmaster there, and to be employed by the mayor and two of the ancient aldermen, for the schoolmaster's best profit, but the stock to lie for ever in the town's hands, till some other

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person should give some greater gift, and then to be bestowed in land for the profit of the schoolmaster.

It appears from the same book, that *William Nicholls*, by his will, in 1639, gave the use of 10l. to the Castle School of Great Torrington, in terms nearly similar to those of Hockin's gift.

We find various entries in the old accounts of the receiver of the town lands, of the receipt of the interest for 20l. in the hands of John Thorne, and for 10l. in the hands of Thomas Green, and of the payment of such interest to a schoolmaster.

In the accounts for 1714 there is a memorandum, that the interest of Thomas Green's 10l. school-money had been then unpaid 17 years, and that the interest of John Thorne's 20l. school-money, had been unpaid five years. The interest of Thorne's 20l. is charged as paid to the schoolmaster till 1719, and the interest of Green's 10l. is charged as paid in the same manner till 1737.

In addition to this interest an annual sum of 20l. appears from the accounts to have been paid by the feoffees of the town lands to the schoolmaster, from 1709 for a few years, and to have been afterwards reduced to 10l. which was paid till 1770, when a further reduction of it took place to 8l. and in 1773 this payment altogether ceased. We have found no trace of any donation in respect of which the last mentioned annual sums were paid, and we apprehend them to have been merely an appropriation by the feoffees of a part of the funds arising from the town lands to this purpose. We are informed, that a grammar schoolmaster used formerly to teach his scholars in a schoolroom which stood near the Castle-hill in Torrington, without any house attached to it, but we are not aware that the schoolroom was derived from any charitable donation. That room was afterwards pulled down, and the school was held in the town-hall. We are also informed, that the Reverend Mr. Wickey, who received the above mentioned salary of 8l. in 1773, continued to teach scholars at the town hall till about 1796. He died about the year 1815, at an advanced age, and for a few years previous to his death, we understand that he had again a few scholars, and during those years an annual sum of 1l. 10s. is charged in the receiver's accounts as having been paid to him as a salary, which was not continued to any other person after his death. We have not ascertained upon what ground this annual sum was paid; it may possibly have been considered a renewal of the payment of interest for the 20l. given by Mr. Hockin and the 10l. by Mr. Nicholls; but it may be doubted, whether the principal sums were ever recovered from Thorne and Green, in whose hands they appear to have been respectively placed at interest.

LOVERING'S GIFT.

The particulars of the donation of *John Lovering*, in 1671, under which the poor of the parish of Great Torrington are entitled to and receive a distribution of one-fifth part of the rent of a field at Barnstaple, will be hereafter stated in the present Report, in the account of the charities of the parish of Huntshaw.

ROLLE'S ALMSHOUSE.

An ancient almshouse, situate in New-street, in this town, containing six dwellings with gardens behind the same, is kept in repair by Lord Rolle, and is inhabited by six poor almspeople, married or single, placed there by Lord Rolle.

The Returns made to Parliament in 1786, state this almshouse to have been founded by the Rolle family, and to be then vested in Denys Rolle, esquire; but it appears to have been only a residence for poor persons, and we find no trace of there having been any endowment for the support of the inhabitants of it.

BLUE SCHOOL.

By indenture, bearing date 25th January 1709, between Denys Rolle, of Mooretown esquire, of the one part, and Robert Rolle of Stevenstone, John Rolle, of Beam, and Denys Rolle, of Horwood, esquires, of the other part; reciting, that the said *Denys Rolle*, of Mooretown, had placed in the hands of the said parties of the second part, 220l. to be by them immediately put out at interest, and to be employed in such manner and sort, and to such uses and purposes as should be thereinafter declared, the said Denys Rolle, of Mooretown, as well for the appointing to what uses the said sum and the interest thereof should be employed, as for the granting, settling and lessing the premises thereinafter demised, to such uses as should be thereinafter expressed, and for other good causes, demised to the said parties of the second part, a messuage or tenement, theretofore the lands of John Gifford, esquire, situate in Well-street, in the borough of Great Torrington, for 99 years, determinable on the lives of the said parties, of the second part, yielding all such rents to the said Denys Rolle, of Mooretown, and his heirs, as ought to have been yielded by any of the former lessees of the demised premises, but upon trust, that the said parties of the second part should permit the said Denys Rolle, of Mooretown, at any time during his life, to convert part of the aforesaid premises into a school, fit for a schoolmaster to teach scholars reading, writing and arithmetic in, and the other part thereof into a dwelling house fit for such a schoolmaster to reside in; and that after the said premises should be so converted

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into a school and dwelling-house, the said parties of the second part should, as soon as they should have an opportunity, purchase with the said sum of 220l. and the interest they should have then made by the loan thereof, and with the rents and profits which they should have made out of the same premises, some lands of inheritance in fee simple, or some annuity to be yearly issuing out of some such lands, to them and their heirs, and after such purchase should dispose of part of the rents and profits of the same lands or of the said annuity, in buying and providing for 10 such poor boys, of the said borough and town of Great Torrington, as they should appoint during the continuance of the said term, such coats or caps as were worn in charity schools of that nature, yearly, or as often as they should think fit during the continuance of the said estate, and should employ the surplus of the same rents and profits, or annuity, towards keeping a schoolmaster, to be chosen by them, and to be by them placed in the said dwelling-house and school there, to teach the said 10 boys, gratis, the art of arithmetic, and to read and write well, and in paying him for his labour, and in repairing the said dwelling house and school during the said term; and in case the said Denys Rolle, of Mooretown, should not happen to convert the said premises into such a dwelling house and school as aforesaid, that the said parties of the second part should, after his death, convert the said premises into such a dwelling house and school as soon as they should have enough in their hands for that purpose of the rents and profits of the same premises, and the interest of the said sum of 220l.; and that after the same premises should be so converted, they should with the said sum of 220l. and with what should happen to be in their hands of the said rents, profits and interest, make such purchase as was before expressed, and dispose of the rents and profits of the same purchased lands for the purposes before mentioned; or if the said parties of the second part should not be able to make such purchase, then they should, immediately after the said premises should be so converted into such dwelling house and school, dispose of such sums as should be then in their hands of the rents and profits of the said premises, and the interest of the said sum of 220l. during the said term, to such uses as the rents and profits of the said lands or annuity to be purchased were appointed to be disposed of; and that they should, after the determination of the said term of 99 years, employ the said sum of 220l. in case no such purchase should happen to be made, or in case it should happen to be made, the rents and profits of such purchased lands or annuity, to the same and what other charitable use or uses they should think fit, for ever.

The Returns made to Parliament in 1786, state this school to have been founded by the Rolle family, for the education of 22 boys, and for apprenticing them; and that a sum of 950l. which had been given for its support, was then vested in Denys Rolle, esquire. Mr. W. Cartwright, Lord Rolle's steward, who produced to us the above abstracted indenture, informed us, that he had not been able to find any other deed or document, showing by whom or at what period the charity was augmented, but that he had found, in the accounts of one of the preceding stewards of the Stevenstone estate, now the property of Lord Rolle, between the years 1738 and 1750, inclusive, entries of payments of interest for the support of this school, after the rate of 47l. 10s. per annum, which would be the interest of 950l. at five per cent. It seems probable, therefore, that the 220l. given by Denys Rolle, of Mooretown, in 1709, was not laid out in the purchase of lands or annuity, and that some other persons, of the Rolle family, increased the fund to the above mentioned amount.

A house in Well-street, Torrington, probably the same as was demised by the deed of 1709 for the lives of the trustees therein mentioned, long since deceased, is now appropriated, partly for a school and partly for the residence of a schoolmaster appointed by Lord Rolle. It is kept in repair, and the rates and taxes of it are paid, by his lordship. The schoolmaster receives a salary of 16l. per annum, and in respect thereof instructs twenty-two poor boys of Great Torrington, appointed, at the desire of Lord Rolle, by a lady residing in that town, in reading, writing and arithmetic. The boys are clothed annually, and books and stationery are provided for them, and two of them, upon an average, are apprenticed in every year, with a premium of 1l. each. The master is permitted to take other scholars.

The following is a statement of the average annual expenditure on account of this establishment, which is defrayed by Lord Rolle, and which considerably exceeds the interest of the said sum of 950l. at five per cent:—

	£.	s.	d.
Schoolmaster's salary	16	0	0
Rates and taxes about	2	0	0
Repairs about	3	10	0
Clothing of 22 boys	35	0	0
Premiums for apprentices	2	0	0
	£58	10	0

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BRADFORD'S GIFT.

It will be seen, on reference to our statement of the charities of the parish of Buckfastleigh, in our former Report, that the vicar and churchwardens of the parish of Great Torrington are entitled, under the charity of the Rev. Robert Bradford, given in 1769, and confirmed by a deed, made and enrolled in Chancery in 1800, to receive the annual sum of 2l. 10s. part of a rent charge of 10l. issuing out of a tenement, called Hamlin's tenement, and other premises in Buckfastleigh, to be by them laid out in dowlas, and distributed in such shares as they or the major part of them should, in their discretion, see fit, on every Christmas-day, for ever, among such poor men or women, parishioners of Great Torrington, as should not have received parish pay for 12 months preceding.

The churchwardens of the parish of Great Torrington receive the annual sum of 2l. 10s. from Mr. Thornton Bentall, the proprietor of the premises subject thereto, and expend it in the purchase of dowlas, which they, together with the vicar of the parish, distribute at Christmas, among poor and deserving persons of the parish receiving no relief, each man usually receiving three yards and a half of dowlas, and each woman three yards.

STAPLE VALE MANUFACTORY, AND FUND FOR BINDING APPRENTICES.

By an Act of Parliament passed in 1777, certain parts of the common lands of Great Torrington, to the extent of 50 acres, were vested in the corporation, the then feoffees of the town lands, the minister of Great Torrington, and 40 other trustees, therein named, upon trust, that they should grant a lease thereof for a term of 99 years determinable on three lives, to William Callon, for the erection of buildings for a woollen manufactory, at the annual rent of 1s. per acre, with a right of perpetual renewal, on payment of a fine of one guinea for every new life; but if the manufactory should have been discontinued one year before the dropping of a life, on payment of a fine of 30l. for the new life, so as every renewal should be applied for before the end of one year from the failure of the preceding life, if the person should die in England, or of three years, if the person should die beyond the seas; but if such application should not be made, the right of renewal to cease; and if any person, on whose life the lease should be held, should be absent from Great Britain seven years, he should be considered, as to renewa, as if actually dead. And it was thereby provided, that the said rent and fines should be disposed of towards putting out poor children of the said town apprentices to the woollen manufactory, or for such other uses for the benefit of the inhabitants of Great Torrington, and their families, as a majority of the trustees for the time being should think proper. And it was further provided, that the trustees should reimburse themselves their expenses in the execution of the trusts, out of the money that should come to their hands, by virtue of the Act. And also, that when the trustees should be reduced to 50 or less, new trustees should be appointed by proper conveyances, and with the advice of counsel, to make up the number appointed by the Act.

In pursuance of this Act, a lease of 50 acres of the common land was granted to William Callon, for 99 years, determinable on three lives, two of which are still subsisting, and is now vested in Lord Rolle as the purchaser thereof, who pays the rent of 50s. per annum to the town clerk of Great Torrington, and who also paid a fine of one guinea for a renewal of one life in 1815. One of the persons on whose life the original lease was granted, had been absent from Great Britain 14 years before the application for that renewal was made by his lordship. An eminent conveyancer having been consulted on the part of the trustees under the Act, was of opinion that they would be justified in renewing the lease, although they were not compellable to do so, and the lease was thereupon renewed.

We have found no account of the receipt or application of the rent payable under the lease, before the year 1806.

Mr. F. Kingdon, the town clerk, had, at the time of our investigation, received the rent of 50s. per annum, from 1806, to 1822, and the fine of 1l. 1s. for the renewal of the lease in 1815, amounting in the whole, after some deductions for property tax, to 38l. 11s. The cost of a new trust deed in 1808, which, by the above mentioned Act of Parliament, is directed to be made, with the advice of counsel, was very considerable, and an additional expense was incurred for the opinion of counsel in 1815, before the lease was renewed. A small part therefore, of the fund has remained for putting out apprentices, and only three have been thus bound, one in 1808 and two in 1813.

The following is a summary of Mr. Kingdon's account of the expenditure, as audited by the mayor and others of the corporation, in June 1822 :—

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		£.	s.	d.
1808.	New trust deed	24	7	2
—	Apprentice fee and indenture	3	3	2
1813.	Two do	7	4	0
1815.	Counsel's opinion, &c	5	0	2
	Receiver's salary for 23 years, to 1822, part of which was due before 1806, at 3s. 6d. per annum	4	0	6
		£43	15	0

Showing a balance due to Mr. Kingdon of 5l. 4s.

The 50 acres of land, taken under the lease authorized by the Act, are occupied as a farm by the tenant, under Lord Rolle, of the woollen manufactory, which is a large building within a short distance of the town of Torrington, called the Staple Vale Manufactory. Lord Rolle, under the lease of 1815, was bound to erect a house for the residence of the tenant of the manufactory, which has been done at a considerable expense.

We are informed, that complaints are made by some of the inhabitants of Torrington having right of common, that those rights have been abridged by the above mentioned lease, and that they derive no advantage from the manufactory. But we apprehend that the right of the lessee cannot be questioned, the transaction having taken place under the sanction of an Act of Parliament.

We have declined entering into some other matters in dispute, stated to exist respecting the rights of common belonging to the inhabitants of Torrington, as not being within the scope of our investigation.

Gifts for Loans.

The old book before mentioned, contains statements of the following gifts of money, to be respectively lent the poor artificers, weavers, and others of this town. The dates of those donations extend from 1589 to 1648. In some instances, the mayor for the time being, in some the corporation of Torrington, and in others, the executors of the donors appear to have been appointed trustees of the sums so given:—

	£.
Roger Norwood	50
Alice Norwood	50
Thomas and Elizabeth Walche	10
John Kelly	20
Luke Blakemore	20
Abraham Cutland	20
Lewis Wellington	20
William Risam	50
Sibilla Lake	3
John Monckley	10
Bridget Monckley	5
Christopher Hockin	40
Richard Cole	10
——— Berryman	100
Thomas Gyles	10
Gabriel Barber	10
Henry Greenwood	40
John Dromant	10
Thomas Dolbear	3
George Tucker	50
	£531

The same book contains accounts of loans made and sums repaid, from time to time, in respect of many of these gifts, till about the year 1672, and in some instances, for a few years later. After the cessation of the accounts, we find no farther trace of them. Parts of these sums may have been lost by the failure of the securities on which they were lent; but it is not probable that this would happen in all instances, and we are wholly unable to state in what manner the residue was ultimately disposed of.

Lost Gifts.

From the same book, we learn, that *Roger Browne*, by his will in 1603, gave to his wife the messuage wherein he dwelt, in New-street, for life, she paying to the poor of Torrington 17s. yearly, to be distributed weekly, in bread, by the direction

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of his overseers, as long as any of them should live, and after their deaths, by the discretion of the mayor of Torrington for the time being.

Also, that *Lawrence Gybbons*, by his will in 1634, gave to this town 20l. to be paid to the common council, and by them reserved in stock, and employed for the most benefit, for ever, to the intent, that the profits thereof might be bestowed for the benefit of poor tradesmen, freemen of the town, that had been apprentices there, the better to enable them and keep them to their work.

And that *Richard Waye* gave to the farmer of the parsonage, and the churchwardens of Great Torrington, 50l. for a stock for the poor of this town, and to be applied for their use at Christmas and Easter.

We have not been able to obtain any further information respecting these donations.

PARISH OF HUNTSHAW.

CHURCH LANDS.

By indenture of feoffment, bearing date 8th June, 1616, John Salterne and John Crocker, granted to Richard Knill and eight others, and their heirs, the messuages, gardens, lands and tenements in the parish of Great Torrington, on the south side of a street called New-street, in the occupation of Walter Hayne, and the messuages, lands and tenements in the parish of Huntshaw, formerly in the tenure of Henry Burch, which they had, with others, of the feoffment of Jane Barell, and another, to the intent, that the said feoffees, and their heirs, should receive the issues and profits of the premises, and bestow the same yearly, as often as need should be, towards the repairing and maintenance of the north aisle, tower and bells of the parish church of Huntshaw, according to the true intent of former gifts thereof had and made.

The last trust deed of these premises bears date 15th July, 1815, whereby William Wood and George Cooke conveyed them to Charles Hiern, rector of Huntshaw, and six others, all of whom are now living.

The premises at Torrington consist of two houses and a garden, situate on the south side of New-street, held by George Lyne, under two leases for 99 years, each now determinable on one life, at the rent of 10s. per annum. The last of these leases was granted in 1796, in consideration of the fine of 7l. The premises are in fair condition, and are said to be worth 6l. per annum.

The premises at Huntshaw consist of two houses, a blacksmith's shop, two orchards, and two gardens. One of the houses is now a public house, and is called Lower Ford, and has a garden annexed to it. It is at present in the possession of William Morrice, under a lease, bearing date 9th January, 1779, granted in consideration of 5l. 15s. to John Dennis, for 99 years, determinable on two lives, both of which are now in existence, at the yearly rent of 6s. 8d. This tenement is stated to be worth about 8l. a year. The other house, with a garden and orchard, and the smith's shop, are in the occupation of Mary Gabriel, under a lease granted in consideration of 5l. to the said John Dennis, on 9th January, 1779, for 99 years, determinable on two lives, both now in existence. These premises are stated to be worth about 5l. 10s. per annum. Mrs. Gabriel also holds the other orchard, which was formerly in the tenure of the occupier of Lower Ford. The buildings are in a fair state of repair.

The annual rents are paid to the churchwardens, and are carried to their general account.

LOVERING'S GIFT.

John Lovering, by his will, bearing date 18th March, 1671, gave 100l. for a school, to be placed in Wear Gifford, Huntshaw, Alverdiscott or Great Torrington, when it should be thought most convenient by his executors, to teach the children of such poor people to read as were not able to pay for their schooling; the said 100l. to be laid out in land, to raise a yearly rent, for ever, to be paid to the person who should take such children, such person to be appointed by his executors or overseers, or any other whom they should appoint; and he directed, that the poor children of Wear Gifford should principally have the benefit of the school; and if there should not be poor children enough to make up the number of 16 boys and girls, or 20, there should be taken out of the next parishes so many as would make up that number; and if those of Wear Gifford should neglect to send their children to the school, then the children should be taken out of the adjacent parishes.

He also gave to the poor of Wear Gifford, 50l.; to the poor of Great Torrington, 40l.; and to the poor of Huntshaw, 10l.; to be distributed by the person whom his executors should appoint, to such poor as were not in the books of the collectors of the poor in any of the said parishes; and he directed, that the said 100l. should be given in the three sums before mentioned, to the parishes of Wear Gifford, Great Torrington and Huntshaw, to be employed in land with the aforesaid 100l. given for schooling poor children, because it might be easier to meet with a parcel of land for 200l. than for 100l. the yearly rent and profits of such land to be paid, half for schooling poor children as aforesaid, and

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the other half to be divided to the poor of the said three parishes, in proportion to the sums given as aforesaid; and he appointed John Lovering, his son, his sole executor.

In 1680, Owen Feltham, esq. and others, in consideration of 287l. conveyed to the said John Lovering, the son, and his heirs, three closes of land, containing, by estimation, 11 acres, in the parish of Barnstaple, called Pilland, or the higher part of a tenement formerly called Great Pilland, then in the tenure of Richard Salisbury.

By indenture, bearing date 12th January, 1683, between the said John Lovering, the son, of the first part; Richard Crossing, and six others, overseers of the said will, of the second part; and Arthur Fortescue, esq. and six others, of the third part; reciting the said will; and that the said John Lovering, the son, in pursuance of the intent of the said will, but not having an opportunity of a purchase exactly suitable to the said 200l. had employed the sum of 287l. according to his best discretion, in the purchase of the fee simple of the above mentioned land, containing 11A. 1R 13P. The said John Lovering, with the consent of the said parties of the second part, enfeoffed to the said parties of the third part, and their heirs, 8A. & 11P. parcel of the above mentioned land, upon trust, that one moiety of the yearly rents and profits of the said 8A. & 11P. should be paid by the said feoffees, according to the directions of the said will, for the use of a schoolmaster or schoolmistress to be nominated as the said will had appointed, for the teaching of 16 poor children at the least; and that the other moiety of the said yearly rents and profits of the said 8A & 11P. should be paid for ever, according to the directions of the said will, for the uses of the said poor people of Wear Gifford, Great Torrington and Huntshaw, as in the said will was directed, with power of appointing new trustees, when the survivors of those then appointed should be reduced to four. And it was thereby declared, that the said 8A & 11P. were proportionate in value to the said sum of 200l. given by the said will.

The last trust deed bears date the 2d May, 1806, by which this land was conveyed to seven persons, all of whom are now living.

The trust property consists of a field in the parish of Barnstaple, called Salisbury's Meadow, containing about eight acres, now in the occupation of John Wilkinson, under a lease for 14 years, commencing at Lady-day, 1814, at the yearly rent of 50l. the feoffees repairing the fences. An auction was held previous to the granting of this lease. The field had been previously let for 21l. The present tenant, after having paid 25l. for the rent of one half year, applied for a reduction, and the feoffees thinking the rent much too high, agreed to reduce it to 40l. per annum. At Michaelmas, 1816, the feoffees agreed to deduct 5l. more from the rent of the preceding year. From Michaelmas, 1816, to Michaelmas, 1822, the rent has been 30l. per annum; but the feoffees were obliged to distrain for the sum due at the last mentioned period, in consequence of which a charge of 10s. was incurred to a solicitor, but no part of the rent was lost. The rent of 30l. is said to be the fair annual value of the land. In 1818 the field was exonerated from the land tax. Henry Stoneman, esq. one of the trustees, receives the rents; and after deducting such small sums as may have been required for the repairs of the fences, divides the residue as follows:—

One moiety is paid to a schoolmaster of Wear Gifford, appointed by the trustees for teaching about 16 poor children of that parish to read In case of there not being a sufficient number of children of Wear Gifford, the parishes of Great Torrington and Huntshaw, are entitled to have children taught in the school; this right, however, has not been exercised for many years.

One fourth part is paid to one of the trustees residing in Wear Gifford, and distributed by them about Christmas, amongst the poor of that parish.

Of the remaining fourth part of the rents, four fifths are distributed by one or more of the trustees residing in the parish of Great Torrington, about Christmas, amongst the poor of that parish; and one-fifth is transmitted to a feoffee residing in the parish of Huntshaw, who makes a similar distribution amongst the poor thereof. The benefits of the charity in each of the parishes are confined to such poor persons as do not receive constant relief.

Dennis's Gift.

Edmund Dennis, who died about twenty years ago, gave by his will an annuity of 20s. issuing out of a tenement called Huxhill, in the parish of Huntshaw, to be payable to the poor of the said parish during his interest therein, being for a term of 99 years determinable on two lives.

The widow of the testator has, since his death, been in the possession of the estate called Huxhill; and although the gift is void under the Mortmain Act, has regularly paid the annuity to the time of her death, about Christmas, 1822. The interest of the term is now vested in Mrs. Grace Yeuatt; the persons on whose lives the estate is held are still living.

This annuity has been distributed at the same time and in the same manner as the portion of Lovering's gift, before mentioned, belonging to the poor of this parish.

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LOST GIFTS.

The Returns made to Parliament in 1786, state that a sum of 40l. had been given to the poor of this parish, but it was unknown when or by whom, and that it had been vested in the parish officers, but was then lost. We have not been able to obtain any further information respecting this sum.

It is also stated, in the same Returns, that *Jasper Townsend*, by will, in 1740, gave an annuity of 2l. 10s. to the poor of this parish, but that the will had been set aside after two years. It is probable that the annuity was charged on land, and that the gift was void under the Mortmain Act. Nothing is now known of it.

PARISH OF ROBOROUGH.

MAY'S GIFT.

It is recorded in an inscription on a monument, in the church of this parish, to the memory of the Rev. *Samuel May*, who died in 1782, that he gave by his will, 30l. the interest to be distributed among the poor of this parish, for ever.

This money was in the hands of the late Henry Hole, esq. at 5 per cent interest. About 15 years ago, he paid the principal sum into the churchwardens hands, and it was then placed in the Barnstaple Bank, till about two years ago, when the parishioners of Roborough built a poor house and school, at an expense of more than 300l. on a parcel of land given for that purpose by Mr. Hole; and it was then agreed by the parishioners, to make use of the 30l. given by Mr. May towards the expense of this building, and to pay 5 per cent for it to the poor, which has been done. An entry was made of this transaction in the parish book, and signed by Mr. Hole and the principal parishioners; but it appears to us, that if the money was thus disposed of, for which there appears to have been no sufficient authority, although it certainly had the effect of producing a good interest for the benefit of the poor, it would have been more correct, if there had been a deed for the purpose of making the poor house and school house a valid security for the payment of the 30l. and interest.

The interest of this legacy is distributed by the churchwardens annually about Midsummer, to poor labourers not receiving regular relief, in small sums, proportioned to the numbers of their families.

ALFORD'S GIFT.

John Alford, by his will, bearing date 16th September, 1815, and proved in 1822, gave to the churchwardens and overseers of Monckleigh, 19l.; to the churchwardens and overseers of Roborough, 19l.; to the churchwardens and overseers of Atherington, 19l.; to the churchwardens and overseers of High Bickerton, 19l.; to be paid by his executor within one year after his decease; and to be applied to such of the poor inhabitants of those places as his daughter, Elizabeth Piper, and John Babbage, his sole executor, should think fit.

The testator died in January, 1822, and the legacy of 19l. was paid to this parish in January, 1823. Mrs. Piper, the testator's daughter, resides in this parish; and it was thought proper by her and the executor, together with the churchwardens and overseers, that this legacy should be applied towards the expense of building the before mentioned poor-house and school-house, the parishioners agreeing to add 1l. to it, to make the sum 20l. and to pay interest for the same at 5 per cent. which it was intended to distribute as it became due, with that of May's gift.

The other three donations of 19l. each to the parishes mentioned in the testator's will, were paid to the parish officers of each of them, and immediately distributed to the poor.

PARISH OF SAINT GILES IN THE WOOD.

PARISH LANDS.

These lands consist of—

1.—A house on the east side of the church-yard, and a garden on the north side of the church yard, in the occupation of Rachael May.

2.—A small house, adjoining to No. 1, in the occupation of John Hellings.

3.—A blacksmith's shop, adjoining to No. 1, in the occupation of William May.

All these premises are held by a lease granted in 1774, by John Walter, of Stevenstone, esquire, and Lewis Wellington, of Saint Giles, esquire, to Emmanuel May, in consideration of a fine of 33l. for a term of 99 years, determinable on three lives, two of which are now existing, at a yearly rent of 5s. payable to the churchwardens for the time being, for the use of the parish of Saint Giles.

4.—A house on the east side of the churchyard, with a garden on the north side of the churchyard, held by lease granted in Jany. 1822, by Lord Rolle and the Rev. Peter Wellington Furse, to William May, in consideration of a fine of 44l. for 99 years, determinable on three lives, at the yearly rent of 5s, payable as above.

5.—A stable at the east end of the churchyard, used by the farmers of the parish to place their horses in on Sundays during divine service, over which is a room occupied by paupers of the parish rent free.

6.—An open green on the west side of

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the churchyard, on which stand six dwellings under one roof, one of which is occupied by the clerk and schoolmaster of the parish, rent free; another is let by him to a tenant at 2l. per annum, which rent he receives in part payment of his salary as clerk; of a third, two rooms are used as school-rooms, for the instruction of 12 poor boys, and 12 poor girls of the parish, at the voluntary expense of Lord Rolle; and one room is inhabited by a pauper, rent free; and the three remaining dwellings also inhabited by paupers rent free.

No trust deeds are found relating to these lands; but it is stated in Risdon's survey of Devon, that the largeness of the lands of the parish of Torrington, and the far distance from the church, caused some of the remotest inhabitants in 1309, to petition Walter, Bishop of Exeter, that they might found another church, which was granted; and that the inhabitants purchased a piece of land to build a church, which was consecrated to the honour of Saint Giles, to which fabric Sir William Herward, knight, and others, were benefactors; and as these premises surround the churchyard on the east, north, and west sides thereof, it is conjectured that they, together with the site of the church and the churchyard, formed the land thus purchased. The owners of two estates in this parish, Stevenstone, now the property of Lord Rolle, and Way, now the property of the Rev. Peter Wellington Furse, appear, from the above mentioned leases, to have acted as trustees of these lands.

The rents of the premises held on lease are received by the churchwardens, and carried to their general account; and the fine of 44l. received in 1822, was disposed of in the same manner. The application of the fine of 33l. received for the lease of 1774, will be stated in the following account of the "Poor's Money,"

Poor's Money.

The Returns made to Parliament in 1786, contain a list of various sums given to the poor of this parish by members of the Rolle family and others, amounting in the whole to 100l. then vested in turnpike deeds poll, one of these donations being a sum of 30l. given by Robert Lovett, esq. in 1710, for binding out apprentices to handicraft trades.

This sum of 100l. appears to have been lent at interest till 1762, and then invested in two deeds poll of the Lyme Regis turnpike trust, for 50l. each, the interest of which was at first 4 per cent., but before the Returns of 1786 were made, had been raised to 4½ per cent. These deeds poll are now in the hands of Lord Rolle, and the interest of them is received by his lordship.

A book was produced to us, containing an account of the application of the interest from 1754 to 1774, which appears to have been kept by the parish officers of Saint Giles, such application consisting of payments for apprenticing poor children, and for relief of persons in sickness and necessity.

From 1774 to 1791, there appears to have been no distribution.

In 1791 an account appears to have been entered in the same book, by Theophilus Blinsham, a farmer in this parish, of the receipt of the arrears of interest due to that time, amounting to 70l. 12s. 4d. and of 33l. received for a fine paid for a lease of part of the parish lands, hereinbefore mentioned, granted in 1774, which two sums are stated to have been disposed as follow :—

	£.	s.	d.
Paid for a church bible	4	4	0
For two deeds poll on the Okehampton turnpike trust, of 50l. each, bearing interest at four per cent, and the assignment thereof	96	2	0
Paid the balance to Denys Rolle, esq.	3	6	4
	£103	12	4

No separate account has been kept of the receipt and application of the interest of the Lyme Regis turnpike deeds poll, from 1791 to the present time; but Lord Rolle's steward produced a statement, extracted by him from the accounts of himself and the preceding steward, of sums applied under his lordship's direction, in respect of this interest, for the benefit of the poor of this parish, viz. for apprenticing poor children; for medical attendance to the poor; for inoculating the poor, and for assistance to poor persons in sickness and necessity. The result of this statement, to the time of our investigation, in September, 1823, was as follows :—

	£.	s.	d.
Balance received by Denys Rolle, esq. from T. Blinsham, as above stated, ..	3	6	4
31 years interest on the two deeds poll, at 4½ per cent, from October 1791, to October 1822	139	10	0
	142	16	4
Paid for the above mentioned purposes	134	1	6
Balance due from Lord Rolle to the charity	£8	14	11

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A distinct account ought to be kept of the receipt and application of this charitable fund, and we are assured that this suggestion will be attended to in future.

The interest on the two Okehampton deeds poll, purchased in 1791, as before mentioned, was received till 1793, by Mr. Theophilus Blinsham, but no account is found of the disposal of it.

The last mentioned deeds poll are now in the hands of the Rev. Peter Wellington Furse, who has received the interest of them from Midsummer, 1793 to Midsummer, 1823, and produced to us a separate account which he has kept of the application thereof, of which the following is a summary—

	£.	s.	d.	£.	s.	d.
Thirty years interest, at four per cent				120	0	0
Sums paid from 1802 to 1823, for apprenticing poor children, maintaining infirm children, and for the inoculation of the poor of this parish	100	6	6			
Paid in 1805, as a subscription for this parish, to the Devon and Exeter hospital	5	5	0	112	3	0
For a church bible, and prayer-book, and marriage register	5	13	6			
Property-tax on deeds poll, in 1807	0	18	0			
Balance due from Mr. Furse to the charity				£7	17	0

The sums paid to the Devon and Exeter Hospital, and for the Church Bible, &c. could hardly be considereda proper application of the interest of these deeds poll, as far as they arose from arrears of interest on donations for the benefit of the poor; but they may fairly be referred to the interest of that part of the purchase money of the deeds poll, which was derived from the fine of 33l. paid for a lease of part of the parish lands.

Lord Rolle and Mr. Furse, have, as in the case of the parish lands, acted as trustees of the above mentioned charitable funds, and have disposed of them at their discretion, applications being usually made to them for that purpose by the parish officers.

Rolle's Almshouses.

Adjoining to the open green, mentioned in the account of the parish lands, on the west side of the churchyard, stand four almshouses, under one roof, with gardens attached thereto, inhabited by four poor widows, of the parish, placed there as vacancies occur, by Lord Rolle, and at the time of their appointment not being in the receipt of parochial relief.

The almshouse is kept in repair by his lordship, who also pays to each widow, yearly, on New-year's day, 1l. 5s. making in the whole 5l.

The building is old, and is understood to have been erected by one of the Rolle family.

We were unable to obtain, at the time of our investigation, any farther information as to the foundation of these almshouses; but the will of Sir Henry Rolle, of Stevenstone, knight, has since been found in the prerogative office of the archbishop of Canterbury, bearing date 17th June, 1628, by which he directed, that there should be 5l. yearly, for ever, distributed among such as should dwell in these almshouses, who should be only four persons; and that he gave to two of his servants, two of the said almshouses, to dwell in for their lives.

This will, therefore, appears to have been the origin of the above mentioned annual payment of 5l. and it is not improbable, that the almshouses were built by the same Sir Henry Rolle.

Monthly Donation of Wheat.

A bushel of wheat is provided every lunar month, by Lord Rolle, ground into flour, and made into bread, at Stevenstone House, and is given there, amongst 26 labouring poor people, of the parish of Saint Giles, according to a list, in which vacancies, as they occur, are filled up by Lord Rolle. The bread used formerly to be given at the church every fourth Sunday after divine service.

It is not known from whose donation this charity is derived, or at what period it commenced. The returns of 1786, state it to be the gift from one of the Rolle family.

Beere's Gift.

Charles Beere, by his will, bearing date 4th February, 1735, charged a messuage or tenement, called Higher Hill, in this parish, with the payment of 20s. yearly, for ever, at Christmas, to poor inhabitants, of the said parish of Saint Giles, namely, labouring men, or such persons as should have no relief.

He also charged a messuage & tenement, called Lower Hill, with a similar yearly payment of 20s. for ever, on the Sunday before Easter, to the poor inhabitants of Saint Giles aforesaid, and he directed that the overseers of the poor, and the churchwardens, or the major part of the labouring men should demand, distrain, or sue for the said two sums, and distribute the same equally among the poor.

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The Rev. Peter Wellington Furse is the proprietor of the tenement, called Higher Hill, and Lord Rolle, of that called Lower Hill, by whom the two annuities of 20s. are respectively paid. It has been customary to distribute both these annuities at a parish meeting, held once in two or three years, equally amongst such of the poor of the parish as have received no constant relief. A list of the names of the persons who receive the charity, and of the sums distributed to each of them, is made out by the parish clerk. The last distribution took place in August, 1823.

HUNDRED OF LIFTON.

PARISH OF BRIDESTOWE.

Church Land.

A field, called the Parish Ham, has for many years belonged to this parish; but the only document produced to us relating to it, is a lease, bearing date, April 8th, 1765, whereby Edsworthy Tupson and Richard Harvey, churchwardens, and Shilston Calmady, and six others, parishioners of Bridestowe, described to be feoffees of the said field, demised the same to Richard Friend, to hold for his life, and the life of his son, Richard Friend, jun. in consideration of a 5s. and of the rent of 30s. per annum to be applied for the use of the church of the parish; the said term to commence after the death of Agnes Cole.

The field consists of about three acres of land, its annual value being about 4l. A chief rent of 16d. is payable out of it to the lord of the manor of Cobham-week. Richard Friend, jun. is still living, and the annual rent of 30s. reserved by the above mentioned lease, is paid to the churchwarden, and applied towards the repairs of the church.

PARISH OF OKEHAMPTON.

Parish or Church Lands.

A great number of ancient documents, relating to these and the other lands, hereinafter mentioned, have been produced to us, from which we have selected those which appeared to us the most important.

By deed, bearing date 27th February, 1588, John Furze, Oliver Downe, and Edmond Cann, in consideration of an order or agreement, lately made by certain indifferent and honest men of the town and parish of Okehampton, as well touching such messuages, lands, &c. as had been late in question before that time, between the inhabitants of the said town and parish, concerning the letting and setting and other uses of the premises, as also divers other businesses belonging to the same, released and quit claimed to Henry Wibbery, and his heirs, all their right and title to the messuages, lands, &c. situate in the said borough and parish, viz. a tenement in the tenure of Thomas Peter; a tenement or barn in the tenure of Nicholas Growdon; a close of land, called Trendlebear; a meadow, lying nigh to Portman Meadow; a tenement or stable, and meadow, in the tenure of Nicholas Hoper; a tenement on the north side of the chapel in the town of Okehampton; a tenement in the occupation of Richard Wonnacott; a yearly rent of 8s. to be taken out of a house called the Town Hall; a yearly rent of 6d. out of the heirs of the lands of Growdon; a yearly rent of 18d. out of the lands of the heirs of Reynel; a yearly rent of 20d. out of the lands of the heirs of Harry Trecarrell; a yearly rent of 20d. out of the lands of the heirs of William Furse; and a yearly rent of 12d. of which premises the said John, Oliver, Edmund and Henry, were seised by force of a purchase from the Queen.

The order or agreement referred to in the above abstracted deed, appears from an instrument, in latin, bearing date 26th January, 1587, purporting to be drawn up by the Rev. Richard Bowden, then vicar of Okehampton, as a record of proceedings which then took place, to have been made by the intervention of 16 persons, chosen for the purpose of terminating a dispute which had arisen between the inhabitants of the borough of Okehampton, on the one part, and the inhabitants of the parish of Okehampton, on the other part, respecting some lands which had come to the crown, as having been previously given by Margaret Ayshe and others, for superstitious uses, and which had been purchased under a grant from Queen Elizabeth, by the said John Furse, Oliver Downe, Edmond Cann, and Henry Wibbery. We apprehend that the controversy between the borough and the parish, to which this instrument relates, embraced both the church lands and the common lands, hereinafter mentioned.

In 1610 a suit was instituted in the court of Chancery, by John Rattenbury and others, against certain persons who were then feoffees of lands held in trust for the said borough and parish, which suit touching the abuses complained of, as well respecting the interest of the said parish as of the said borough, was referred, under the direction of the Lord Chancellor, to the Lord Chief Justice Fleming, and the Lord Chief Baron Tanfield, then Justices of assize for the

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county of Devon, who in 1612 made an award, whereby they directed (amongst other things) that a feoffment should be made of "all "the lands belonging wholly to the said "parish," to Richard Bowden, clerk, John Rattenbury, William Newcombe, and ten other persons therein mentioned, and their heirs, to be employed to the good and charitable uses of the said parish, according to the ancient and accustomed use of the said parish; and that the same lands should thenceforth be demised by the said feoffees, together with the sidesmen and churchwardens, and twelve of the most sufficient inhabitants of the said town and parish, viz: six of the town and six of the parish, upon six days notice of such letting to be given in the church of Okehampton, according to the accustomed reservations, covenants and conditions, for the best valuable consideration, and not otherwise.

By deed, bearing date 1st November, 1641, John Rattenbury and William Newcombe, granted and enfeoffed to John Hussey, clerk, then vicar, William Geere, then portreeve, Richard Haynes and 10 others, inhabitants of Okehampton and their heirs, a tenement or stable, and a meadow with the appurtenances, in the tenure of William Hoper; a messuage or tenement lying on the north side of the chapel, within the said borough, then or late in the tenure of Ann Cann, widow; a messuage or tenement, with the appurtenances, lying at Shobhill; a close of land or pasture, called Trendlebear; a meadow, or close of land, lying near to Portman Meadow, then in the occupation of John Ellacott; a toft, sometime a barn, and a little meadow, with the appurtenances, in the tenure of Peter Rattenbury; a messuage, courtlage and garden, with the appurtenances, in the occupation of Francis Wonnacott; an annuity or yearly rent of 8s. issuing out of a house lying within the said borough, called the Town Hall; an annuity or yearly rent of 6d. issuing out of the lands of Thomas Newcombe, called Hill, *alias* Growdon; an annuity or yearly rent of 18d. issuing out of the lands then in the tenure of Peter Palmer, called Glubhill; an annuity or yearly rent of 20d. issuing out of the lands of the heirs of Henry Trecarrell; an annuity or yearly rent of 12d. issuing out of the lands of the heirs of William Furse; an annuity or yearly rent of 12d. issuing out of part of a meadow in Exeter Lane, some time the land of the heirs of John Alford; and an annuity or yearly rent of 1d. issuing out of the lands of the heirs of Ashley; all which said premises were situate within the borough and parish of Okehampton; on trust, that they should permit the churchwardens and sidesmen of the said parish, for the time being, to receive the rents, revenues, fines and profits of the said premises, and thereof yearly, at the times accustomed, render a just account, to the use of the said parish and parishioners, to the intent that the rents and profits of the same might be wholly converted and employed for and towards the reparation of the parish church of Okehampton, the better setting forth of God's divine service, and maintenance of the same within the said church, the ease and relief of the poor and needy people within the same parish, and for other necessary uses and bestowings most meet and convenient, to be employed at the will and discretion of the sidemen of the said parish, and the greater number of the said parishioners, as had been of ancient time there used and accustomed; and that the said feoffees, when reduced to one, two, or three, should convey and assure the said premises to such persons as they, together with the churchwardens and sidesmen of the said parish, for the time being, and the other inhabitants of the said town and parish should appoint.

The last appointment of trustees of these lands, and of the common lands hereinafter mentioned, was made by indentures of lease and release, bearing date 6th and 7th May, 1822, between John Arscott Lethbridge of the first part, the mayor and burgesses of the town and borough of Okehampton of the second part, William Ponsford of the third part, the several other persons whose names were thereunto subscribed as vicar, for the time being, and six of the parishioners of the parish of Okehampton of the fourth part, and the several other persons whose names were thereunto subscribed, as the mayor for the time being, and six of the inhabitants of the town and borough of Okehampton of the fifth part; whereby, after reciting, that by indentures of lease and release, bearing date the 21st and 22d Dec. then last past, made between the said mayor and burgesses of the first part, John Hawkes of the second part, and the said John Arscott Lethbridge of the third part, the messuages, lands, &c. and part and share of messuages, lands, &c. thereby conveyed were, together with other hereditaments therein mentioned, assured to the said John Arscott Lethbridge, and his heirs, as to the premises thereby conveyed, upon trust, to convey and assure such of the premises as were described in the schedule (C.) thereto annexed, to the use of the vicar, for the time being, of Okehampton, and six persons, inhabitants of the said parish, and of the mayor for the time being, and six persons, inhabitants of the said town and borough of Okehampton, and their heirs and assigns, and to convey and assure the undivided moiety of the said hereditaments described in the schedule (D.) to the use of the vicar, for the time being,

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of the parish church of Okehampton aforesaid, and five other inhabitants of the same parish, upon the trusts thereinafter mentioned; And also reciting, that many of the title deeds and papers relating to the said messuages, lands, &c. and part or share of messuages, lands, &c. having been long since lost or mislaid, by reason whereof a clear deduction to the legal title thereof, could not be made out, it had been deemed advisable that a title by disseisin and non-claim on a fine should, as to such legal estate, be created for the purpose of supporting the said several trusts; and that a feoffment had been accordingly made, and a fine was intended to be levied to the use of the said John Arscott Lethbridge and his heirs; the said John Arscott Lethbridge conveyed to the said William Ponsford, and his heirs, the messuages, lands, tenements and hereditaments more particularly described in the Schedule thereto annexed, marked (C.) called the parish or church lands, and the undivided moiety of the mes-

No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Okehampton	Christopher Lethbridge, now Jane Lethbridge, widow.	A house, called Treween's House, on the north-east side of the chapel, (except an addition thereto from the borough lands.)	99 years, determinable on 2 lives.
2	Do.		A messuage or tenement, courtlage, garden & back-side, formerly Jordan's, adjoining Penty Ham, in Fair Place.	
3	Do.		A stable, on the south side of East Town, and a small close, now a garden, called Pointer's Ham, on the south side of Exeter lane.	
4	Do.		Dwelling-house, backside and garden, on Shob-hill.	
5	Do.	Margaret Bridges, now Mary Ann Bridges.	Messuage, courtlage, garden, and two closes, called Broom Close, on Shobhill, one containing 1A. 1R. 39P. and the other 2A. 3R. 38P.	1 life
6	Do.	Thos. Gliddon, now Albany Saville, esq.	Parish meadow adjoining the east side of Beacon Down, containing about 3A. 2R.	99 years, determinable on 1 life
	CHIEF RENTS.			
7	Do.	Corporation of Okehampton	The town hall	
8	Do.		Glabhill	
9	Do.	Robert Brock	Growdon, otherwise Hill Town.	
10	Do.	Lord Rolle	Crooked Meadow, in Exeter lane.	
11	Do.	Albany Saville, esq.	Do.	

In comparing the premises conveyed by the trust deeds of 1641, with those in the rental, we do not find in the latter any tenement answering the description in the former, of "a toft, some time a barn, and a little meadow with the appurtenances, in the tenure of Peter Rattenbury," but on referring to a rental in the churchwarden's book, dated in 1719, the number of tenements appears to have been at that time the same as at present. The deeds of 1588 and 1641, mention a close called Trendlebear. We are informed that there is a close now known by that name, belonging to an individual which, in one part, adjoins to one of the closes called Broom Closes, No. 5, in the

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suages and hereditaments in the Schedule thereunto annexed, marked (D.) called the Common Lands; As to the premises in Schedule (C.) to the use of the several persons, parties thereto, of the fourth and fifth parts, and their heirs, upon the same trusts as are specified in the above abstracted deed of 1st November, 1641; and as to the said undivided moiety of the messuages, lands, &c. mentioned and described in the Schedule thereunto annexed, marked (D) to the use of the several persons, parties thereto, of the fifth part, and their heirs, upon the same trusts.

The following is a rental of the lands called the Parish or Church Lands, in addition to which the Schedule (C.) annexed to the last trust deed, comprises a third part of lands in the parish of Bow (Field's Gift), and a tenement in the parish of Mary Tavy, called Holditch, which will be more properly noticed in a subsequent part of this Report:

Date of lease.	Consideration.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
19 Feb. 1772	14 0 0 for one life	0 13 0	6 0 0	One additional life contracted for by John Carpenter, in January 1823, in consideration of 50l. This house is not in good repair.
				The last lease was given up some years since, the premises being dilapidated. In January 1823, it was agreed to grant a building lease of them, for an absolute term of 70 years, to Thos. Painter, at the rent of 2l. 2s. per annum, in consideration of a fine of 28l.
		0 5 0	3 0 0	The last lease of these premises determined about 17 years ago, from which time they were let by the churchwardens, at rack rent, till Jan. 1823, when a lease for 99 years, determinable on three lives, was contracted for by William Always, in consideration of 57l, in tolerable repair.
		0 4 0		The last lease of this house, determinable about the same time as that of No 3, when it was let by the churchwardens at rack rent: The premises being in a ruinous state, it was agreed, in January 1823, to grant a building lease of them, for an absolute term of 70 years, to Charles Yekins, in consideration of a fine of 5l.
10 Jan. 1785	15 9 0	0 18 0	10 0 9	Two lives, contracted for in January 1823, by Mary Ann Bridges, in consideration of 60l.
12 Jan. 1779	6 0 0	0 4 0	1 0 0	Very coarse land. A lease for 99 years, determinable on three lives, was contracted for, in January 1823, by A. Saville, esq. in consideration of 22l.; but it was afterwards discovered that an old life was existing, under the lease of 1779. It was therefore intended that the meadow should be put up to auction, in January 1824, for a lease for two lives.
		2 4 0		
		0 8 0		
		0 1 6		
		0 0 6		
		0 0 6		
		0 0 6		

rental. It is possible that one of the Broom closes may also formerly have been known by the name of Trendlebear, and we have no reason for supposing that there has been a loss of any part of the trust property in that quarter.

The rent of Parish Meadow, No. 6, at the time of our investigation in August, 1823, appeared from the churchwardens accounts, to have been unpaid during the last 30 years, but Mr. Saville has undertaken to pay the arrears from the time of the assignment of the lease to him.

The chief rent of 8s. payable out of the town-hall, was also in arrear 23 years, but

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we are assured that these arrears will be paid by the corporation without delay.

The chief rent of 1s. 6d. payable out of Glubhill, appears, from the churchwardens accounts, to have been last paid by William Davey, in 1816, but at the time of our investigation, the land, called Glubhill, charged therewith, could not be ascertained. One of the chief rents of 6d. for Crooked Meadow, mentioned in the rental, was last received about 17 years ago. The other two rents of 6d. each, have not been received for a great number of years. Some other small rents are mentioned in the old trust deeds, but are not comprised in the rental of 1719.

It appears to have been always customary, as far back as we can trace these lands, and the moiety of the common lands to have been held by trustees for the parish, to grant leases of them for terms of 99 years, determinable on lives, and it has been usual for an annual meeting of the corporation and inhabitants of Okehampton, to be holden in January, on Plow Monday, when reversionary leases were granted by auction, if a sufficient fine was offered by any bidder of the premises on which any lives had fallen, whether forming part of the church lands, of the common lands, or of other lands, under the management of the corporation, called the antient town lands, and the borough lands, the two latter of which we have not considered as coming within the scope of our investigation.

For several years previous to the last trust deeds being made in 1822, these annual meetings had not been regularly holden, in consequence of disputes which had arisen, first between the corporation and Mr. Robt. Hawkes, who has been dead some years, and afterwards between that body and Mr. John Hawkes, his son, in whom a portion of the legal estate of the antient town and borough lands was vested. We were not able to ascertain whether a part of the legal estate of the parish lands, and of the moiety of the common lands belonging to the parish, was also vested in either of those gentlemen, as no modern trust deeds of those lands, prior to 1822, were forthcoming at the time of our investigation, but Mr. John Hawkes was made a conveying party in the deeds of 1822, and died shortly afterwards.

It does not appear to us necessary to enter more particularly into these differences, as they principally related to the antient town and borough lands.

As far as respects the parish lands, the effect of these differences has been, that reversionary leases have not been of late years granted from time to time, upon the falling of lives, according to the antient custom, and that, in some instances, the premises have come into the hands of the churchwardens, and have been let by them at rack rent.

On Plow Monday, in 1823, a public meeting of the corporation and inhabitants took place, for the purpose of leasing such of the premises as were not then holden upon the full number of three existing lives, when an auction was held, and the various contracts mentioned in the last column of the the above stated rental were made. The sums for which the leases of the parish lands were thus contracted for, amounted to 200l. exclusive of the fine agreed to be paid for the renewal of the lease of No. 6, which, for the reason above stated in the observations on the rental, was to be re-let by auction in January, 1824. At the time of our investigation, the leases had not been granted in pursuance of these contracts, but we have since that time been informed, that the whole of them have been executed, and that the fines have been paid.

The rents and fines received for these lands, appear to have been always carried to the general churchwardens account. Church rates have been usually collected once in two or three years from the parishioners, amounting on an average to about 40l. per annum. At the time of our inquiry, there was a balance due to the late churchwardens, to May, 1823, of more than 200l. to the liquidation of which, and to the payment for considerable repairs and improvements considered necessary to the church, it was proposed that the sums to be received for fines for leases of these lands, and of the parish moiety of the common lands, should be applied.

Common Lands.

By deed of feoffment, bearing date 2nd January, 1585, *Henry Hellyer*, *Henry Webbery*, and *John Bichell*, granted and enfeoffed to Thomas Risdon, John Tapper, portreeve, of Okehampton, and 11 others, all of the borough of Okehampton, and their heirs, the messuages, lands, &c. called Kimpley, Pintham, Spyerspark, Downhay otherwise Paradise, a messuage, curtilage, garden and barn, then in the tenure of Laurence Cole; two tenements, a curtilage and garden, in the occupation of Edmund Cann, all in the borough of Okehampton; a messuage or tenement, with certain lands in in Thornbury; a messuage and lands in Stratton, in the county of Cornwall; a yearly rent of 6s. 8d. issuing out of a tenement in Tavistock, and a yearly rent of 1d. issuing out of the lands of the heirs of Blackaller, to hold to the said Thomas Risdon, to the uses and purposes in a Schedule thereunto annexed.

By the Schedule annexed to the said deed, it was declared that the feoffees should permit the portreeve, or chief officer of the

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town of Okehampton, for the time being, with the greater number of such of his brethren as then had, or should bear like office in the said town, to receive the rents and fines of the said premises, and employ the same about the common wealth and maintenance of the same town, the relief of the poor and needy people dwelling within it, and all other necessary uses, most meet and convenient, at the discretion of the said portreeve and his brethren, as of antient time had been accustomed.

An earlier feoffment of these lands, with others, was produced to us, dated in 34 Henry VIII. from John Furse, son and heir of William Furse, to John Delitte, portreeve of Okehampton, and others, for the performance of the last wills of Margaret Ayshe and Matilda Risdon. The particulars of those wills are not specified in that deed, but it seems probable, from other documents, that they contained devises for superstitious uses.

We have already stated, in the account of the church lands of this parish, that the lands now called the Common Lands, appear to us to have been included in the order or agreement made in 1587, between the inhabitants of the town and those of the parish of Okehampton.

The Lord Chief Justice Fleming, and the Lord Chief Baron Tanfield, in their award made in 1612, upon the reference to them of the before mentioned suit in Chancery, directed that Thomas Peter, and such others as were interested, from John Furse, or otherwise, in the lands belonging in common, half to the town and half to the poor, and other good uses of the said parish, whereof they conceived the town to contain the greater part, should convey their interest in the said common lands to John Alford, who should re-enfeoff the portreeve of the town for the time being, and six sufficient inhabitants of the town, with the vicar and five others, sufficient inhabitants of the parish, according to the uses limited in the former feoffments, concerning the said common lands, and that certain leases thereof, should be made void, and that the same common lands should always from thenceforth be let by the portreeve and feoffees, and 14 others of the said town and parish, eight of the town, and six of the other parts of the parish, or the most part of them, by most voices in the town hall, for the most valuable considerations and best advantage of the said town and parish; and that the feoffees and associates should have notice of the letting thereof, to be given in the church on the Sabbath-day, by the townsmen, on any occasion of the said town for which they should need money; and upon need of money for the business of the parish or church, the like notice to be given to the feoffees and associates of the town of the like letting; and that such parts of the said lands as lay in or near to the town, should be always demised to the inhabitants of the said town or borough for the most valuable considerations.

In pursuance of this part of the award, feoffments were accordingly made of the premises comprised in the above abstracted deed of 1585.

In 1652, certain differences which had arisen between the mayor and burgesses of Okehampton on the one part, and the churchwardens and overseers of the town and parish on the other part, were referred to the arbitration of Richard Mervyn, minister, and five others. By the award of these arbitrators (the most important parts of which, relating as well to other charities of this parish, as to the common lands, it may be convenient to state in this place,) they directed that the mayor and burgesses and their successors, should pay yearly on 1st March, to the churchwardens and overseers of the said town, and their successors, to the use of the poor thereof, 4l. 6s. 8d. until they should pay to the said churchwardens and overseers the sum of 100l.; and that the said churchwardens and overseers should give an account of the said 100l. yearly to the mayor and burgesses, that it might be employed to the use of the said poor; and they also ordered, that a full third part of all the fines, rents, &c. which should arise out of a tenement called Holditch, in the parish of Mary Tavy, and a third part of all the fines, rents, &c. of that moiety of all the lands and tenements in common, which the mayor and burgesses held, should be employed for the use and benefit of the poor of the said town, by the said mayor and burgesses, and their successors, with the assistance and consent of the churchwardens and overseers of the poor of the said town, and their successors, for ever; and that all the said parties should make an account thereof to the churchwardens and overseers of the said parish of Okehampton, and their successors, yearly, on every Tuesday in Easter week, and get the same entered into a book, and published in the parish church of Okehampton on the following Sunday; and after publication, that the said book should be preserved by the said churchwardens and overseers for ever; and they further ordered, that all the said lands in common, together with the said tenement called Holditch, should be forthwith re-enfeoffed by the surviving feoffees, to such persons and their heirs, as by the mayor and burgesses, and the churchwardens and overseers, should be thought meet, to the like uses as were expressed in the former feoffments; and that the feoffees

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and their heirs, the churchwardens and overseers, and all others interested in and entrusted with the said premises, should meet at the time appointed for the surveying and granting of the said premises, and that the letting of the premises should be at a public survey, and that the best profferer for the same should be accepted.

And concerning a tenement called Westacott, in the parish of Inwardleigh, the gift of Joan Stone, widow, deceased, they ordered, that it, and the rents and profits thereof, should be employed, according to the intent of her feoffment thereof, made to the mayor and burgesses, and their successors.

And they found, that 50l. theretofore given by Richard Brock to the said mayor and burgesses, to be lent to 10 artificers of the said town, still remained in their hands; and therefore they ordered, that the said mayor and burgesses should pay, on or before 25th March then next, 50l. and 10l. more, in lieu of damages to the churchwardens and overseers of the said town; and that the mayor and burgesses, with the churchwardens and overseers should, within two months after, put forth the said sum of 60l. to ten poor artificers on security, and that the particular sums should be newly secured, or taken in every year, as they should see cause.

And they found, that there were 6l. in the hands of the churchwardens and overseers of the said parish, theretofore given by Hugh Atwill and Philip Whitrow, which they ordered, that they should pay out of the next fines of any lands or tenements, to the churchwardens and overseers of the town, the monies so paid to be employed for the use and benefit of the poor of the town and parish, and an account yearly to be given by the respective parties.

And concerning the gift of Sir John Acland, knight, of 20l. for the binding out of apprentices, they ordered, that the churchwardens and overseers of the said parish should raise and make good the same, out of the next fines of any of their lands, and employ it accordingly, and that so much thereof as was already in their hands should be so employed; and that they should yearly, on Tuesday in Easter week, render an account thereof, which should be entered in a book, and published as aforesaid.

And they found, that 40l. was acknowledged by the mayor and burgesses to be in their custody, of the gift of Captain John Bickell, and that they had given four gowns to four poor people of the said town yearly, and therefore they ordered that they should retain the said money in their hands, and on demand give security for it to the churchwardens and overseers; and that they should continue the providing of the said gowns as long as the money should remain in their hands.

And they found, that Mr. Harragroe had given 40l. to the churchwardens and overseers of the said town and parish, to be employed towards a constant stock to keep the poor people of the town and parish at work, except Kegbear hamlet, and that 20l. part thereof, was already secured by the mayor and burgesses, under their common seal; and therefore they ordered, that the mayor and burgesses should give security to the churchwardens and overseers of the town and parish for the residue; and that both the said sums should be employed according to the intent of the donor, and that an account should be rendered and preserved thereof as aforesaid.

And they found, that 12l. which Christian Shilston gave, was in the hands of the said mayor and burgesses, and that they had constantly paid interest for the same; and they ordered, that the payment of the interest should be continued for the benefit of the poor, and that the mayor and burgesses should give security for the principal to the churchwardens and overseers.

And they found, that there was 10l. given by Grace Brock towards repairing Richard Brock's almshouses, then in the hands of the mayor and burgesses, and that it had been employed by them to the same use; therefore they ordered, that they should secure the principal, and continue to employ the profits to the same use.

And they further ordered, that all suits

No.	PARISH.	LESSEES.	TENEMENTS.	Terms and Number of Lives.
1	Okehampton	Rev. Coryndon Luxmore, now Thos. Johns.	A field, called Paradise, in West Town, containing 1A. & 10P.	99 yerrs, now determinable on two lives.
2	Do.	Thomas Cory Hawks, now John Yeo.	A field, called Domehay, in Do. containing 1R. & 14P.	1 life

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between the said parties concerning the premises should cease, and that a bill in Chancery, preferred against the mayor and burgesses, should be taken off the file of that court.

Attached to this award is a writing, bearing date 26th September 1653, purporting to be signed by Richard Mervyn, and two others of the said arbitrators, and by several other persons, in token of their consent thereto, setting forth, that the arbitrators, having many scruples proposed to them on both sides, had, with the approbation of both parties, ordered, that in lieu of 152l. and in consideration of 8l. more, the mayor and burgesses should convey the tenement of Holditch to the churchwardens and overseers, who should re-enfeoff it to the use of the poor for ever, and should yearly pass an account of their so doing to the mayor and burgesses; and also, that they the said arbitrators, having many scruples concerning the arbitration of the third part of the town's moiety of the lands in common, had ordered, that in lieu of that third part of the said moiety, the mayor and burgesses should grant an annuity of 40s. to the use of the poor, and that the churchwardens and overseers should be yearly accountable therefore to the mayor and burgesses, at the time and place of common accounts of the poor and parish.

The sum of 152l. mentioned in this writing, appears to have been composed of the 100l. awarded by the arbitrators to be paid by the mayor and burgesses to the churchwardens and overseers, for the use of the poor, of 40l. given by Richard Harragroe, and of 12l. given by Christian Shilston, which sums were ordered by the award to be secured by the mayor and burgesses. The additional sum of 8l. was probably paid from the funds of the parish.

On 26th October, 1653, the mayor and burgesses, in pursuance of the said award, and in consideration of 160l. conveyed the tenement called Holditch (hereinafter more particularly mentioned) to the then churchwardens and overseers of the poor, and their heirs, to such uses as by the order of the said arbitrators it was declared, that that tenement should be bestowed, and on the same day the churchwardens and overseers gave a release to the mayor and burgesses for the 100l. awarded as above mentioned, 40l. Harragroe's gift, and 12l. Shilston's gift.

By indenture of the same date, John Newcombe and John Bowden, surviving feoffees of the lands lying in common and undivided between the said town and parish of Okehampton, with the consent of the said mayor and burgesses, and of the better part of the inhabitants of the said parish, in performance of the said award, granted to the churchwardens and overseers, and their successors, a yearly rent charge of 40s. issuing out of the town's moiety of the said lands lying in common; and the churchwardens and overseers, for themselves and their successors, with the like consent of the better part of the inhabitants of the said parish, accepted of the said rent charge, to be paid towards the relief of the poor of the said parish; in full satisfaction of every part of the said town's moiety of the said lands, and covenanted for the quiet enjoyment, by the mayor and burgesses of that moiety, on payment of the said rent-charge.

We know not upon what grounds the arbitrators proceeded, in awarding that the sum of 100l. should be paid by the corporation to the parish officers, for the use of the poor, and that the third part of Holditch, and the third part of the town's moiety of the common lands, (the latter of which was afterwards commuted, as has been stated, for a rent-charge of 40s. payable out of that moiety), should be employed for the use of the poor. But the arrangements made in 1652 and 1653, appear to have been intended to ascertain the respective rights of the corporation and of the parish, and we apprehend that they must now be considered conclusive between those parties.

The following is a rental of the common lands, of which one moiety belongs to the parish:—

Date of Leases.	Consideration.	Rent of the whole Tenement of which a Moiety is due to the Parish.	Estimated clear Yearly Value of the whole Tenements.	OBSERVATIONS.
25 Mar. 1803	28 0 0 for two lives	0 5 4	2 0 0	One additional life contracted for in January, 1823, by Henry Hawkes, in consideration of 6l.
25 Mar. 1805	12 12 0 for this field and other fields, part of the Town Lands, for one life, Domehay forming about one-fourth of the premises thus leased,	0 2 8	0 10 0	Two additional lives contracted for by John Yeo, for Domehay alone, in consideration of 10l. 10s.

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No:	PARISH.	LESSEES.	TENEMENTS.	Terms and Number of Lives.
3	Okehampton	Rev. John Vicary, now Susannah Bridgman. The said Susannah Bridgman, Albany Saville, Esq.	A house, called Shebbear's house in Fore-street, and a meadow at Mill-place, called Shebbear's Kimpley, containing 6A. 2R. 1P. with a barn thereon.	1 life 1 life 1 life
4	Do.	Henry Holland, Esq. now Albany Saville, Esq.	A house and garden, formerly Yendal's, now the New Inn, in Back-street.	2 lives
5	Do.	John Luxmore, now Thomas Bridgman Luxmore	A field, called Penty Ham, with a linhay thereon in Fair-place, containing 1A. 2R. 18P.	1 life 2 lives
6	Do.	William Doidge, now —— Sprague; John Burd, now Sarah Arscott Burd; Sarah Arscott Burd,	A house, formerly the King's Arms, now the Star, in East Town, with a small meadow.	1 life 1 life 1 life
7&9	Do.	George Bickford, now Rev. W. H. Coham; John Colling	Three meadows, formerly two, called Long Kimpley, and Weekes's Kimpley, containing 4A. & 37P.	2 life 1 life
8	Do.	Solon Luxmore Do.	A field, called Great Kimpley, containing 3A. 2R. 30P.	1 life 1 life
10	Do.	Henry Luxmoore, now S. Luxmoore; Rev. Coryndon Luxmoore, now Solon Luxmoore	Three fields, called Higher Kimpley, containing 10A. & 1P.	1 life 1 life
11	Do.	Mrs. L. Luxmoore, now Miss Luxmoore; W. Luxmoore, now Miss Luxmore.	Five fields, called Cooper's Kimpley, containing 14 A. 2R. 26P.	1 life 1 life
12	Thornbury	John Jenn, now —— Penwarden; John Colling, now Elizabeth Colling; Do.	An overland tenement, called Ley, consisting of a farm-house and out-buildings, and about 43 acres.	1 life 1 life 1 life
13	Stratton, Cornwall	Robert Martyn, now Thomas Waddon Martyn; Thomas Waddon Martyn	A tenement, called Wintsworth, alias Beare's tenement, consisting of a good house, three cottages, a barn and out buildings, a garden, orchard, and four meadows, containing about four acres.	2 lives 1 life
14	Tavistock	Duke of Bedford	Stroud's lands.	Chief rent

Upon comparing the premises contained in this rental with the descriptions in the old trusts deeds, and with a rental dated in 1719, entered in the churchwarden's account book, they appear to us to be the same as are comprised in those documents.

The mode of leasing these lands, which has been long in use, has been already stated in the account of the church lands.

The differences there noticed, which have existed for several years previous to 1822,

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Date of Leases.	Consideration.	Rent of the whole Tenement of which a Moiety is due to the Parish.	Estimated clear Yearly Value of the whole Tenements.	OBSERVATIONS.
11 Jan. 1779	60 0 0 for one life			
8 Jan. 1787	52 10 0 for one life	1 4 0	30 0 0	In tolerable repair.
25 Mar. 1810	210 0 0 for one life			
25 Mar. 1803	100 0 0 for two lives	0 18 0	15 0 0	The last life on which a preceding lease was held, dropt in August, 1823. In very bad repair.
16 April 1760	12 0 0 for one life			
11 Jan. 1773	30 0 0 for two lives	0 5 0	4 0 0	
16 April 1760	20 0 0 for one life			
10 Jan. 1774	25 0 0 for one life	0 12 0	12 0 0	In very bad repair.
25 Mar. 1803	31 10 0 for one life			
25 Mar. 1783	12 12 0 for one life			
25 Mar. 1805	65 0 0 for one life	0 14 4	12 0 0	One life not filled up. The premises were put up to auction in January, 1823, but no sufficient offer was obtained.
25 Oct. 1795	31 10 0 for one life			
10 Jan. 1803	30 0 0 for one life	0 7 4	9 0 0	One life under a preceding lease, has fallen since January, 1823.
9 Jan. 1775	28 0 0 for one life			
25 Mar. 1803	170 0 0 for one life	0 12 0	30 0 0	One life contracted for in Jan., 1823, by Solon Luxmoore, for 100l.
10 Feb. 1772	23 0 0 for one life			
25 Mar. 1809	220 0 0 for one life	0 18 0	30 0 0	One life not filled up. Put up to auction in January, 1823, but no sufficient offer obtained.
11 Jan. 1773	100 0 0 for two lives			
25 Mar. 1809	60 0 0 for one life	1 4 0	27 0 0	Some repairs wanting.
11 Jan. 1813	60 0 0 for one life			
25 Mar. 1789	90 0 0 for two lives			
25 Mar. 1810	63 0 0 for one life	0 15 0	50 0 0	In good repair.
		0 6 8		

between the corporation and some of the trustees of the lands, held in trust for the town, have produced considerable irregularities in the granting of the leases of these lands, and in the collection and application of the moiety of the fines due to the parish. The mayor and burgesses, conceiving that they were in their corporate capacity seised

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of the legal estate of these lands, except a very minute portion thereof, have granted reversionary leases of them, but in some instances the whole of the fines have been received by them and carried to the account of the corporation, and in others the leases have been delivered to the lessees, upon the payment of the moiety of the fine due to the corporation, the other moiety to which the parish was entitled remaining unpaid.

The following statement will show the amount of the moieties of the fines owing to the parish for the common lands, at the time of our investigation, including those payable for the leases contracted for in January, 1823, and the persons from whom they were due:—

No. in the Rental.	Moiety of the Fines. £. s. d.	Dates of the Leases.	FROM WHOM DUE.
1	14 0 0	1808	Rev. Coryndon Luxmoore.
	3 0 0	1823	Henry Hawkes.
2	1 11 6	1805	Thomas Cory Hawkes.
	5 5 0	1823	John Yeo.
3	105 0 0	1810	Albany Saville, esquire.
4	50 0 0	1803	The representatives of Henry Holland, esq.
6	15 15 0	1803	Sarah Arscott Burd.
7 & 9	32 10 0	1805	John Colling.
8	15 15 0	1795	Solon Luxmoore.
	15 0 0	1803	Do.
10	85 0 0	1803	Rev. Coryndon Luxmoore.
	50 0 0	1823	Solon Luxmoore.
11	110 0 0	1809	The corporation of Okehampton, who received the whole fine from Wm. Luxmoore.
12	30 0 0	1809	The corporation, who received the whole fine from John Colling.
	30 0 0	1823	John Colling.
	562 16 6		

It is proper to add, that upon some of these leases being granted, the lessees offered to pay the moieties of the fines to the churchwardens, who refused to receive them, on the ground that the leases had not been granted by proper parties, and that in other cases, the payment of the fines has only been delayed under the expectation of a general arrangement of the matters in difference relating to these lands and the other lands belonging to the town.

Since our investigation took place, we have been informed that all the above-mentioned moieties of fines have been paid, with the exception of that of 3l. for the lease of No. 1, contracted for in January, 1823, by Henry Hawkes, who had made some objections to the draft of the lease to him, that of 1l. 11s. 6d. due for a lease of No. 2, in 1805, from Thomas Cory Hawkes, who became a bankrupt subsequently to that time, and that of 50l. due from the representatives of Henry Holland, esq. for a lease of No. 4, in 1803, for which it does not appear that any application had been made.

Considerable arrears of rents were also due at the time of our investigation from some of the lessees, but we were assured that they should be collected without delay.

The application of the rents and profits of the parish moiety of these lands appears to have been always the same as that of the parish or church lands before mentioned.

In respect of the annuity of 40s. granted in 1653 towards the relief of the poor out of the town moiety of these lands, the annual sum of 32s. was paid (8s. being deducted for land tax) by the corporation to the overseers of the poor of Okehampton, and carried by them to their general account, till 1801, from which time this payment has been in arrear; but we are informed that orders have been given by the corporation to their receiver for the immediate liquidation of these arrears.

Holditch Tenement.

It is stated upon one of the tablets relating to the charities of Okehampton, which have been of late years removed from the church, but are still in existence, that *Walter Holditch* gave to the poor the tenement called Holditch, in the parish of Mary Tavy; and the Returns made to Parliament in 1786,

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mention the year 1485, as being the date of this gift.

We have not found any deed of this date relating to this tenement. The earliest we have met with is a feoffment, bearing date 28th April, 22d Elizabeth, from Thomas Newcombe, son and heir of John Newcombe, to Nicholas Cann, portreeve of Okehampton, and eight others, and their heirs, of the messuages, lands, &c. called Holditch, in the parish of Mary Tavy, which premises were held on trust by conveyance to Hugh Newcombe, grandfather of the said Thomas, and to divers other inhabitants of the said town whom his said grandfather survived; to the use of the said Nicholas Cann and others, and their heirs, and to such farther uses as in a Schedule thereunto annexed, were declared.

By the Schedule annexed to this deed, the uses are declared to be, that the feoffees should permit the portreeve and chief officer of the town of Okehampton, for the time being, with the greater number of his brethren which then had or should bear like office within the same town, always, from time to time, to receive the rents, fines and profits of the premises, and to employ the same in and about the common wealth and maintenance of the same town, the relief of the poor and needy people within it, and other necessary uses most meet and convenient, at the will, discretion and order of the said portreeve, and the greater number of his brethren, for the time being, as of antient time there had been used and accustomed.

By the award made by Richard Mervyn, and others, in 1652, stated in the above account of the common lands, it was ordered, that a third part of the fines and rents of this tenement should be employed for the use and benefit of the poor of the town of Okehampton, by the mayor and burgesses, with the assistance and consent of the churchwardens and overseers of the poor of the said town, and that all the said parties should make a yearly account thereof, to be published in the parish church.

We are not enabled to state upon what ground the arbitrators proceeded, in thus directing one third part of this tenement to be employed for the use of the poor; but it appears, that after the execution of their award, they, with the consent of the parties, ordered, that in lieu of 100l. which the mayor and burgesses were ordered by the award to pay to the churchwardens and overseers to the use of the poor, of 40l. given by Richard Harragroe, to be employed towards a stock to keep the poor at work, and of 12l. given by Christian Shilston, for the benefit of the poor, which two latter sums were in the hands of the mayor and burgesses, and of 8l. added by the churchwardens and overseers, making in the whole 160l., the mayor and burgesses should convey the tenement of Holditch to the churchwardens and overseers who should re-enfeoff it to the use of the poor, for ever, and should yearly pass an account of their so doing to the mayor and burgesses. The tenement was accordingly conveyed in 1653, to the then churchwardens and overseers.

This tenement has been included in Schedule (C) annexed, to the late trust deeds made in 1822, as stated in the foregoing account of the parish or church lands, as a part of those lands. But this appears to have been incorrectly done, as it had not been previously conveyed upon the same trusts as those lands.

The last trust deed of it produced to us, by which it was conveyed to the uses declared by the award of the said arbitrators, bears date in 1702; but of late years the churchwardens and overseers of the poor have acted as trustees, and have granted leases of this tenement.

It consists of a small house, and from 80 to 100 acres of very coarse land, situate on Blackdown, in the parish of Mary Tavy, now held by the Wheal Friendship Mining Company, under a lease granted by the churchwardens and overseers of the poor of Okehampton, for 21 years from Michaelmas 1818, at the yearly rent of 50l. The preceding rent was 20l. for the land, and 15l. for a watercourse to carry water from the mine. Under the present lease, the company were empowered to cut, and have accordingly cut a second watercourse. The present is considered a very good rent, the land alone being considered not worth more than 20l. a year.

The Wheal Friendship copper mine is about a quarter of a mile distant from this tenement; there is also a lead mine within a short distance of it, and it is supposed that there are veins of ore under it, but at so great a depth, that there is no prospect of any advantage being derived from them.

The rent of this tenement is received by the overseers of the poor, and carried to their general account, in aid of the poor's rates, and we have not found any trace of its being otherwise disposed of. The payers to the rates, therefore, and not the poor, thus receive the benefit of this property; but it appears to us doubtful, whether, under the circumstances above stated, a court of equity would direct a specific application of the rents and profits of it, for the use of the poor.

STONE'S GIFT.

By indenture, bearing date 4th October, 2d Richard III. between Richard Risdon, and others, of the one part, and Joan Stone, widow, of the other part; the said *Joan* granted to the said Richard Risdon, and

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others, and their heirs, all her lands and tenements in Westacott, in the county of Devon; and the said Joan covenanted, that she would make to the said Richard Risdon, and others, a sufficient estate in the said lands, for which lands the said Richard Risdon, and others, covenanted to pay to the said Joan, and her heirs, the day of the said estate being made, 100 shillings; and also to grant the same to the said Joan for 40 years, at the yearly rent of 4d. subject to the life of the said Joan; and it was thereby agreed, that the said Richard Risdon, and others, should yearly, after the decease of the said Joan, expend such part of the profits of the said lands as they should think convenient and necessary, in making of bridges, and mending of highways about the town of Okehampton, and such other things as should be most necessary for the ease and profit of the inhabitants of the said town.

This donation is mentioned in the before mentioned award of Richard Mervyn, and others, made in 1652.

The property consists of two houses, with outbuildings, in good repair, and about 150 acres of land, called Lower Westacott, in the parish of Inwardleigh, estimated to be of the yearly value of 50l. It is comprehended in the rental of the antient town lands, under the management of the mayor and burgesses of Okehampton before alluded to, and is now in the occupation of Susannah Heale, who holds the same under a lease for 99 years, determinable on one life, granted in 1779, in consideration of a fine of 75l. at the yearly rent of 3l. 6s. 8d. and under a similar lease, determinable on one life granted in 1790, in consideration of a fine of 80l. In January, 1823, the lessee made a contract for a farther renewal for one life in consideration of 80l. which contract had not been carried into execution at the time of our inquiry. The rents and fines of this property have been carried to the general account of the corporation, by whom the roads and bridges in the town of Okehampton are maintained, out of the rents and profits of the antient town and borough lands. The fine lately contracted for, appears to bear a very small proportion to the estimated yearly value of this tenement.

Brock's Almshouse.

Richard Brock, by his will, bearing date 19th March, 1588, gave to Simon Brock and Henry Cary, and their heirs, his messuage, with a meadow thereunto belonging, containing by estimation, 1¼ acre, within the borough of Okehampton, in the Castle lane, to the intent, that they should divide the said messuage as they should think meet, for two dwelling-houses with chimnies and gardens to the same, and that the rest of the meadow should be equally allotted to the said dwelling-houses; and he directed, that the said feoffees, and their heirs, should bestow the said houses and ground upon two such poor decayed inhabitants within the said borough of Okehampton, for their habitation and relief, as by their discretion should be thought most meet to be pitied and succoured.

By indenture of feoffment, bearing date 18th June, 1592, the said Henry Cary, for the better performance of the trust reposed in him and the said Simon Brock, then deceased, by the said Richard Brock, granted and enfeoffed to Richard Bowden, clerk, vicar of Okehampton, John Growdon, Robt. Cole, and nine others, the said premises; to hold to them and their heirs, to such uses as in a Schedule thereunto annexed, should be declared.

By the Schedule annexed to this deed, the said Henry Cary declared, that the intent of the said feoffment was, that the feoffees and their heirs should permit two such poor decayed inhabitants within the said borough, for their habitation and relief, as by the discretion of the said Henry Cary during his life, and after his decease, as by the discretion of the portreeve and chief officer of the said borough, for the time being, with the greater number of such of his brethren who should bear the like office in the said borough, from thenceforth, for ever, should be thought most meet to be pitied and succoured, to occupy and enjoy the said premises, the one moiety to one, and the other moiety to another, or otherwise should convey the same to two such poor people as was before expressed, for term of lives or years, at the discretion of the portreeve, and the greater number of his brethren, without any fine or sum of money for rent, other than for the rent due to the chief lord thereof, and so for ever, as often as any of them should die or be dispossessed, with power, when the feoffees should be reduced to three, four, five or six, for the survivors to enfeoff 10 others of the same borough, such as the portreeve and greater number of his brethren should appoint to the same uses, and so from time to time, for ever.

By indenture of feoffment, bearing date 20th June, 1625, the said Richard Bowden, John Growdon and Robert Cole, as the surviving feoffees in trust of the said premises, granted and enfeoffed them to the mayor and burgesses of the town and borough of Okehampton, and their successors, upon the trusts before mentioned.

This almshouse consists of two dwellings in Castle-lane, and adjoining to it is a field, called the Almshouse field, containing 1A. & 31P. out of which two small plots have been formerly taken for gardens for the inhabitants of the houses, but they now lie open to the field. The field is now in the

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occupation of Mr. Thomas Bridgman Luxmoore, whose family have held it many years, paying to two old women of Okehampton 6d. each per week.

Until the time of our investigation, it does not appear to have been known that this property was vested in the corporation; but as this clearly appears from the above mentioned documents to be the case, we suggested to that body, that the field, which is said to be worth about 4l. per annum, ought to be let by them by public competition for its full annual value, for the benefit of the charity, and we have, since the time of our inquiry, been informed, that directions had been given for its being leased by auction in Jan. 1824. The almshouse is in very bad repair. Some repairs have been occasionally done to it by the parish officers from the parochial funds, and the inhabitants of the almshouse have also been placed there by them. One of the old women, who receives 6d. per week from Mr. Luxmoore, resides in the almshouse. The other resided there until lately, but being of very advanced age, has been allowed to live with her daughter in another part of the town, and her dwelling in the almshouse is occupied by poor persons of the parish. Each of the old women is, with the exception of the said allowance of 6d. per week, maintained by the parish.

This almshouse has thus become a mere habitation for parish paupers, and the profits derived from the land belonging to it, appear to have had no other effect but that of diminishing the parochial allowance to the two old women. The funds of the charity are small; but we think that with some exertion on the part of the corporation, they may be rendered more available for the purposes intended by the donor. It appears to us, that as soon as the field shall be let for its full value, the rent should, in the first instance, be reserved for such time as may be necessary, and applied towards putting the almshouse into good repair; that one or two trees which are growing upon the land may be advantageously applied to the same purpose; that when the repairs are completed, poor persons of the parish, not receiving relief, should be placed there by the appointment of the corporation; and that the rent of the land, except so much as may be necessary for repairs, should, in each year, be divided between the inhabitants of the almshouse thus appointed.

Grace Brock's Gift.

Grace Brock, by her will, bearing date 7th May, 1636, gave, for the maintenance of this almshouse, and of the poor people placed therein by the mayor and burgesses, 40l. to be paid to the mayor and burgesses, and employed for the good of the said people for ever.

It appears, from an entry in an old corporation minute book produced to us, that this legacy was paid in 1638, and received by the town clerk, who gave a bill for it, and that 16s. the profit thereof, was laid out in repairing this almshouse; and in the award of Richard Mervyn and others, made in 1652, it is stated that this sum of 10l. was then in the hands of the mayor and burgesses, and had been employed to this use. The application of any interest, in respect of this legacy by the corporation, has been discontinued for many years past; but we have suggested to that body, the propriety of applying the interest of 10l. in future towards repairing the almshouse, or for the benefit of the inhabitants thereof.

Gifts of Hurst, Cann, and Ellis.

It is stated, in the inscription upon one of the old church tablets, that Mr. *Hurst* and Mr. *Cann* gave 5l. to the almshouses, the yearly profit to be paid in wood (4l. of which appears, from an old corporation book, to have been given by William Hurst and 1l. by Thomas Cann), and that *John Ellis* gave 5l. the yearly profit to be given to the poor of the almshouses.

It appears, from the churchwarden's accounts, that, until about the year 1795, wood to the amount of 7s. or 8s. per ann. was given about Christmas, between the inhabitants of this almshouse. This was probably done in respect of the three last mentioned gifts, which, in an account of the stock money found in the churchwarden's book, dated in 1718, are stated to be vested in the churchwardens. We have also suggested to the parishioners the renewal of this small donation to the almspeople.

There is another almshouse at the west end of the town of Okehampton, called the Wester Almshouse, occupied by poor persons placed therein by the parish officers, but we cannot learn that any funds were ever appropriated to its support.

Harragroe's Gifts.

Richard Harragroe, who died in 1623, by his will, gave to Richard Bowden, then vicar of Okehampton, and his successors, William Growdon, portreeve, and his successors, the mayor and his brethren, for ever, 50l. out of which he desired them to raise 5l. yearly, for ever, by such means as they, in their discretion, should think best, to be bestowed yearly upon a painful and learned schoolmaster, towards his wages, that therewith and such convenient portion as the mayor and his brethren should think fit, to be allotted to the said master, the children of the inhabitants of the said bo-

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rough might be brought up in the fear of God and good letters.

He also gave to the wardens and overseers of Okehampton, and their successors, 40l. to be employed towards a stock, to keep at work the poor of the said town and parish, except Kegbear hamlet.

He also gave to the mayor of Okehampton, and his heirs, a yearly rent of 6s. 8d. out of his lands, called Brodamoore, in the parish of Okehampton, to be bestowed on a preacher, to preach yearly a sermon, for ever, in the church of Okehampton, on the second Sunday after Easter.

The old corporation minute book before mentioned contains various entries of appointments, from time to time, of clergymen by the corporation, to teach six poor children freely, and to read prayers morning and evening, at the chapel in the town of Okehampton, with a salary of 15l. per annum, which in some instances is stated to include the interest of Harragroe's gift, and the residue of it, together with the liberty of dwelling in the school-house, is stated to have been a gift from the mayor and burgesses.

No salary has been paid by the corporation to a schoolmaster since 1806; but as it may be inferred, from the above mentioned entries, that the legacy of 50l. given by Mr. Harragroe, was received by that body, and as there is at this time no grammar schoolmaster at Okehampton, we have suggested to them the propriety of their paying 50s. per annum, as the interest of that sum, for the instruction of poor children of the parish.

It appears, from the before mentioned award of Richard Mervyn and others, made in 1652, and the documents accompanying it, that the sum of 40l. given by this donor, to be employed towards a stock to keep the poor at work, was also received by the corporation, and was taken to be a part of the consideration, in respect of which the before mentioned tenement, called Holditch, was, in 1653, conveyed to the then churchwardens and overseers of the poor.

We have obtained no farther information relative to the annuity of 6s. 8d. given by this donor to the mayor of Okehampton, out of Brodamore, to be bestowed on a preacher for preaching a yearly sermon. There are several estates in this parish, called Broadmore, but no such annuity is now paid.

Bickell's Gift.

In the minute book of the corporation is an entry, dated 10th January, 1653, of an order, whereby, after stating that Captain *John Bickell*, at the request of Mr. John Rattenbury, had delivered to him, for the use of the poor people of Okehampton, 40l. in gold, to be yearly disposed of by him as he should think fit, which 40l. the mayor and burgesses had long since had, and with the profit thereof, and more added, had bestowed yearly four gowns on four poor people; and stating, that the profit of 40l. was much less then than in former times, and for that the said mayor and burgesses were, by an award lately made, to pay several sums of the town's revennes for the use of the said poor; and in regard there was opposition, difference and murmuring about the bestowing of the said gowns, it was agreed and ordered by the said mayor and burgesses, that from thenceforth, 50s. for the yearly profit of the said 40l. should be bestowed in clothes or gowns, or distributed yearly in money, on the account day, on such poor people, born in the town and parish of Okehampton, as should continue there and have most need thereof.

Four gowns are now given yearly, at Christmas, to two poor old men and two poor old women of Okehampton, selected by the mayor for the time being. The cost of these gowns, which is about 50s. per annum, is paid by the corporation.

Field's Gift.

By indenture, bearing date 1st June, 1672, *Mary Field* granted and assigned to John Hussey, clerk, vicar of Okehampton, and the mayor or portreeve of the said town, for the time being, and their successors, a close called Easter Calves Park, otherwise Newcombe's Land, lying in Broad Nymet, or Runston, and a piece of land lying in the borough of Nymet Tracey *alias* Bow, then in the tenure of Mark Tozer, of which she was possessed, by virtue of a grant of Thos. Peter, in 1621, for the term of 1,000 years, upon trust, to pay 25s. out of the said rent to Diana Adeane, for her life, and after the death of the said Mary Field, to permit the said Diana, if then living, to see to the disposing of the other 10s. yearly, to the poor; and upon trust, if the said Diana should die in the life-time of the said Mary Field, to permit such other persons as the said Mary should, by her will, appoint to receive the yearly rents of the said premises.

We have not seen the will of the said Mary Field, but, in a paper found amongst the parish documents of Okehampton, purporting to be written by her, and bearing date in January, 1763, it is stated, that she had given the term of 1,000 years in her lands at and near Bow, for charitable uses, as appeared by her deed and by her will, and one of the old church tablets states, that the profits of these lands were to be given to the poor weekly, in bread or otherwise.

The lands given by this donor consist of two fields in the parish of Bow, lying about

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a mile distant from each other, the one containing about two acres, and the other about half an acre, both of which are in the occupation of John Rowden, at the yearly rent of 6l. 6s. A lease of these fields appears to have been granted in 1764, by the then vicar and mayor of Okehampton, for 21 years, at 3l. per annum. The present tenant is stated to have had a lease for a term of 14 years, which has expired, but this lease was not produced to us, and therefore we are not enabled to say by whom it was granted. The rent has been lowered within the last few years from 7l. 6s. to its present amount, which is stated to be the full value of the premises.

In the Schedule (C.) annexed to the late trust deed of the parish or church lands, and the moiety of the common lands, made in 1822, as before mentioned, this property was (as we conceive) incorrectly, included, under the description of one-third of Field's Lands at Bow, as being part of the parish or church lands.

The rents have, for many years past, been received by the churchwardens of Okehampton for the time being and carried to their general account, and a distribution has been made by them of 20 penny loaves every Sunday, and of bread to the amount of 13s. 4d. annually, on Good Friday, among poor persons of the parish attending the church. The yearly amount of the bread thus given is 5l. and appears to have been the same prior to 1803, when the rent of these lands was only 3l. per annum. We therefore apprehend that a part of this weekly distribution was made in respect of the gift of George Cottle, hereinafter mentioned in the account of the "Poor's Money;" and that the distribution on Good Friday was made in respect of the sum of 6l. 13s. 4d. given by Henry Jordan, also there mentioned.

There appears to be no doubt that the whole of the rents of the lands given by Mary Field ought to be applied for the benefit of the poor; and we have suggested to the parishioners the propriety of the weekly distribution of bread being increased, so as to exhaust the amount of the rent, and of an account of the receipts and payments of this charity being kept distinct from the general churchwardens account.

PALMER'S GIFT.

Abraham Palmer, by his will, the date of which does not appear, charged two tenements in the parish of Bedworthy, called High Hayne and Patchacott, with the yearly payment of 20s. to the poor of Okehampton, for ever, to be paid on Easter Monday; 10s. thereof to be distributed to the poor of Kegbear hamlet, and 10s. to the poor of the town and parish of Okehampton, by the churchwarden of the said parish.

This annual sum of 20s. is now paid by Mr. John Hill, who was the owner of the whole of the tenement called High Hayne, but has (as we are informed) lately sold part of it. It has been, for more than 20 years, received by a person who during that period has held the office of churchwarden of Okehampton, and who has distributed one moiety of it annually, (but not on Easter Monday, as directed by the donor,) among three or four poor widows of Okehampton not receiving regular parochial relief, and has delivered the other moiety to a farmer in the hamlet of Kegbear, which forms part of this parish, by whom it has been given among the poor of that place.

No record has hitherto been kept of the annual receipt and application of this gift.

NORTHMORE'S GIFTS.

John Northmore, by his will, bearing date 6th April 1713, and proved in the Prerogative Court of Canterbury, gave to his brother, William Northmore, William his son, and John Weekes, and their heirs, all his messuages, lands and tenements, called Coombe, in the parish of Drewsteignton, for ever, to the intent that one moiety of the clear rents and profits of the premises, over and above the reparations and outgoings, should be for ever paid and divided amongst such of the poor inhabitants of the parish of South Tawton who might be reduced to poverty by sickness, suretyship or fire, or overburthened with children, as should not be relieved out of the poor's rates; and for the better discovery of such poor people as should from time to time stand in most need of such distribution, he desired the said William Northmore and others to advise with the vicar, churchwardens and overseers of the parish of South Tawton, or procure a certificate yearly under the hands of them, or two or three of them, whereof the vicar for the time being should be one, of the names of such poor people as should be thought fit objects of such charity. And the said donor directed, that the other moiety of the clear rents of the said estate should be disposed of in like manner amongst the poor inhabitants of the parish of Okehampton not being relieved out of the poor's rates. And if in any year there should be any overplus remaining undisposed of, he desired that it should be given to such antient poor people of both the said parishes of South Tawton and Okehampton, as should not be able to go abroad to beg the charity of their neighbours; and he desired his trustees to set the said tenement at a yearly rent for such terms as they should

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think fit. And be ordered and appointed, that the sum of 120l. which he had received for the next presentation of Broadwoodkelly, which remained in two purses in his study, should, within two years after his decease, be bestowed by his executor, the said William Northmore, in a rent charge of 6l. per annum, or thereabout, or inlands of inheritance, which he thereby gave as an augmentation to the schoolmaster of Okehampton for the time being and his successors, that should teach the Latin tongue, to continue for ever, or so long as the free-school there should continue, provided that such schoolmaster should instruct in the Latin tongue one or two boys yearly, such as his said trustees, their heirs or assigns, should nominate, for so long a time as they should think fit.

We are informed that John Weekes was the survivor of the trustees named in this will; that the Reverend Thomas Hole, rector of Doddiscombsleigh, lately deceased, being descended from the said John Weekes, acted as the trustee of this charity, and that the property is now vested in the Reverend George Hole, as the heir of the Reverend Thomas Hole.

The rents have been received for the Reverend Thomas Hole by the Reverend Francis Huyshe from 1815, when the latter became vicar of Okehampton, till 1822, when he resigned that benefice.

The estate called Coombe consists of a house and farm buildings in bad repair, and about 45 acres of land, part of which is good, and part rough and unproductive, now in the occupation of William Northcott, under a lease, granted upon the valuation of a surveyor, by the Reverend Thos. Hole, for a term of 14 years from Lady-day, 1819, at the yearly rent of 42l. subject to disbursements for repairs; the preceding rent was 24l. subject to similar disbursements. The tenant at Christmas, 1821, paid his first year's rent under the new lease, due at Lady-day, 1820, and at Christmas, 1822, he paid 38l. which being added to 22l. 5s. 6d. the amount of disbursements allowed for considerable repairs done to the buildings on the premises, left a balance of 23l. 14s. 6d. due from the tenant to complete the two years rent due at Lady-day, 1822, a part of which it was considered reasonable to allow to him as an abatement of his rent, in consequence of the depreciation of agricultural produce. The precise amount of such abatement had not been fixed at the time of our investigation, but it was expected that it would be about 10l. per annum. The rent due at Lady-day is usually paid about the Christmas following, and shortly afterwards a public distribution of the moiety of it, belonging to the poor of Okehampton, is made, by the vicar and churchwardens, at the town-hall, amongst poor persons of the parish having three children, and not being chargeable to the parish, in various sums, proportioned to the numbers of their families, lists being previously prepared by the churchwardens, of those whom they consider the properest objects. At Christmas, 1821, there was no distribution, in consequence of the rent of the estate being in arrear. A sum of 16l. 15s. 8d. being the portion of the rent belonging to the poor of Okehampton remaining in Mr. Huyshe's hands, was paid over by him to the Rev. H. B. Wrey, the present vicar, at Christmas, 1822, and was distributed in January, 1823, with the exception of a small balance of 13s. 6d. which remained in Mr. Wrey's hands at the time of our investigation.

The application of the other moiety of the the rents of this estate will be stated in the account of the charities of South Tawton, in the present Report.

The Returns made to Parliament in 1786 state, that the 120l. given by Mr. Northmore for the augmentation of the income of the schoolmaster of Okehampton, was never paid. We found no further trace of it, and are therefore unable to state the reason why this sum was not applied according to the donor's directions.

Macey's Gift.

Hilary Macey having by his will, bearing date 12th December, 1729, given to John Allen and others a sum of 300l. for which he had a mortgage upon the lands of one Robert Tozer, of Crediton, upon trust, if the said money should be paid off, to purchase an annuity in fee, and upon trust, to apply the interest of the said money until it should be paid, and afterwards the said annuity, for the charitable purposes therein mentioned; and having by a codicil to his will, bearing date 16th November, 1730, directed that 5l. a year, out of the profits of his lands at Crediton, should be applied for other charitable purposes, by a second codicil, bearing date 10th December, 1730, directed that there should be left to the poor of Okehampton 40s. yearly out of the profits of his lands at Crediton, to be disposed of among the poor living there.

The charitable purposes mentioned in the will and in the first codicil of this testator, appearing to be for the benefit of the people, called Quakers, and the funds being under the superintendence and control of persons of that persuasion, we have not considered them to be within the scope of our investigation.

The annuity of 40s. is paid by the trustees of this charity out of several houses at Crediton, let by them to various tenants, and of the clear yearly value of about 90l.

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Until the year 1818, the annuity was paid to the churchwardens of Okehampton, and a public distribution was made of it at the Town Hall (with other charitable donations), once in three or four years, about Christmas, amongst all the poor of this parish. It was then thought by the trustees, none of whom reside at Okehampton, that it would be more beneficial to transmit the annuity to some person of that place for distribution, among poor persons not receiving parochial relief, and two years payment were accordingly thus disposed of in 1820, by a lady then residing at Okehampton, selected by the trustees.

At the time of our investigation, the sum of 6l. was due for three years payment of the annuity, and we were assured by the trustees, that measures should be taken for the distribution of the arrears without delay, and for the future disposal of it annually, in the same manner.

Poor's Money.

We find in the old church tablets, and in the Returns made to Parliament in 1786, statements of the following pecuniary donations, in addition to those which have been mentioned in preceding parts of this report.

	£.	s.	d.	
Richard Brock	60	0	0	to be lent to poor tradesmen. The sum originally given by this donor was 50l. which, with 10l. for damages, was ordered by the before mentioned award of Richard Mervyn, and others, in 1652, to be paid by the mayor and burgesses to the churchwardens and overseers of the town of Okehampton, and a discharge for the whole sum of 60l. was given by those officers to the mayor and burgesses in 1656.
Lancelot Cary	60	0	0	for binding out apprentices, 10l. thereof for the inhabitants of Kegbear hamlet, in this parish.
Sir John Acland	20	0	0	for binding out apprentices.
Henry Palmer	5	0	0	the interest to be given to six of the oldest poor.
John Ellacott	5	0	0	the yearly profit for the church.
	5	0	0	the profit to be given yearly in bread.
George Cottle	50	0	0	the profit to be given to the poor in bread, weekly, and a sermon to be preached on St. George's day. This sum was given, by will, in 1621; and a memorandum in an old corporation book, dated in 1630, states, that the legacy of 50l. was paid to the mayor and burgesses, and that they, in respect of it, granted an annuity of 4l. to the churchwardens; but from an inspection of the churchwardens account books, it appears, that, about the year 1716, the principal sum of 50l. was paid to the churchwardens, and lent out by them.
Thomas Newcombe	2	0	0	for the benefit of four poor widow women.
Henry Jordan	6	13	4	the profit to be given to the poor in bread, on Good Friday.
Messrs. Atwell and Whitrow	6	0	0	the yearly benefit to be given to the poor.
Jane Underdown	4	0	0	for the yearly benefit of 12 poor women.
Ruth Harris	6	0	0	for the poor.

In "an account of the parish stock money, and the securities thereof," dated in 1718, and entered in the churchwardens account book, all the above mentioned donations, together with those of 5l. given by Messrs. Hurst and Cann, and 5l. given by John Ellis, mentioned in the account of Brock's almshouses, are included, and appear to have been before that time lent on various securities, except the gifts of Hurst and Cann, Ellis, Newcombe, Atwill and Whitrow, and 10l. part of Cottle's gift, all of which are stated to be then in the hands of the churchwardens; but it is probable

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that some of the securities mentioned in that account, were not at that time available.

Another account is entered in the book of the overseers of the poor stated to have been produced on Easter Monday, 1756, by John Luxmoore, gentleman, son of John Luxmoore, deceased, of monies received for principal and interest, on some of these securities, from 1735 to 1737, and of sums paid towards binding apprentices, &c. in which the accountant is charged with interest from Christmas, 1737, to Christmas, 1755, on the sum of 72l. 3s. 6d.; but the total balance of the account against him, appears to have been 108l. 18s. 6d. We have not been able to ascertain whether the differences between the two last mentioned sums was paid to the parish officers, or in what manner this account was settled; but the returns made to Parliament in 1786, state, that there was then remaining of the gifts to the poor, the sum of 72l. 3s. 6d. in the hands of John Luxmoore, who paid interest for it, at four per cent. amounting to 2l. 17s. 8d. per annum.

We are informed, that this sum of 72l. 3s. 6d. upon Mr. John Luxmoore's death, came into the hands of his sister and representative, Mrs. Eastabrooke. Interest appears to have been paid upon the same sum after Mr. John Luxmoore's death, by Mrs. Eastabrooke, subsequently by John Eastabrooke, esquire, her son, and latterly by A. H. Holdsworth, esquire, who married the daughter of Mr. John Eastabrooke, and from whose agent 12l. was received when last applied for in 1821, by the overseers of the poor, for four years interest, due on the 5th of January, in that year, at 3l. per annum.

The interest is carried to the general account of the overseers of the poor; but it has been considered applicable to the purpose of apprenticing poor children of Okehampton, of whom four or five have been usually bound every year, as parish apprentices, with premiums of 50s. each.

It appears to us, that in this case, it is advisable, that the above mentioned principal sum, with an addition from the interest, now due, to make up 75l., should be placed in a savings bank, that the interest shall be carried to an account distinct from the general parish account, and applied in apprenticing poor children, or in the other purposes, for the benefit of the poor of Okehampton, specified by the donors of the above mentioned gifts.

In the overseers accounts for 1700, and the following years, 5l. is stated to have been received by the overseers from the town receiver, as the interest of 100l. lent to the town by the parish, a moiety of which appears to have been previously in the hands of James Yendall and James Earl. The earliest overseers accounts produced to us, commence in 1695, and they do not enable us to state from whence this money arose, or to trace it to any donation for the benefit of the poor.

This interest was paid by the mayor and burgesses, to the overseers of the poor, and carried to their general account, till 1801. Since that time it has been in arrear; but we have been informed, since the time of our investigation, that orders have been given, by the corporation, for the liquidation of the arrears.

PARISH OF STOWFORD,

Parish Lands.

By indenture, bearing date 30th Nov., 1608, Arthur Harris and two others, granted and enfeoffed to John Harris, son and heir of the said Arthur Harris, and four others and their heirs, a messuage, 10 acres of meadow, 20 acres of pasture, 10 acres of wood, 40 acres of furze and heath, lying at Over Spry, in the parish of Stowford, upon trust, that the said feoffees and their heirs, should apply the issues and profits of the said premises, in and about the necessary reparations of the parish church of Stowford, and if any thing should remain beyond such reparations, that they should apply the same for a pure and perpetual alms, upon the poor persons of the said parish, and their relief, as by the discretion of the said feoffees, or the major part of them, and the churchwardens of the said parish, should be thought fit.

The last trust deed of these lands bears date 15th September, 1800, whereby the Rev. John Braddon, as the surviving feoffee of the above mentioned premises, conveyed them to Isaac Donithorne Harris, esq. and five others, to the use of them, jointly with himself.

The Reverend John Braddon and three of the feoffees, appointed in 1800, are still living.

A lease was produced of these premises, from William Harris and five others, of the parish of Stowford, dated in 1574. The Returns made to Parliament, in 1786, state them to have been given by Mrs. Trist; but no date is mentioned of her donation.

The property now consists of a farmhouse in good repair, and about 30 acres of arable and meadow land, and a wood of about six acres, containing a good deal of young timber, and some trees fit to cut, at Over Spry, in the parish of Stowford.

The deed of 1608, mentions 10 acres of wood, and 40 acres of furze and heath; but we cannot learn that there is any other evidence of the estate having been of greater extent than at present, and it will be observed, that that deed states the quantities

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of the land in round numbers, and not with any attempt at accuracy.

There is a down, near to this farm, containing more than 40 acres, called Spry Down, now in the possession of an individual; but we can find no trace of its having ever formed part of the property of this trust.

The estate is in the occupation of Mary Tapson, widow, to whom it was demised by the feoffees under the valuation of a surveyor, for a term of 14 years from Lady-day, 1818, at the clear yearly rent of 35l. It had been leased to Nicholas Tapson, her husband, for the preceding 21 years, at the yearly rent of 32l. subject to deductions for rates, taxes and repairs. The present tenant had, at the time of our investigation (August 1823), paid her rent to Michaelmas, 1822, but had made an application for a reduction of the rent, which was at that time under the consideration of the feoffees.

In 1822, a lease was granted by the feoffees of a small portion of the land to Richard Doidge, for a term of 99 years, determinable on three lives, in consideration of a fine of 20l. (which has been accounted for by the feoffees) for the purpose of building a house thereon, which has been built accordingly.

The rent is received by one of the feoffees, and paid over to the churchwardens, by whom it is carried to their general account. No church rates have been collected for a great number of years in this parish. If there is any surplus, after satisfying all the charges of the churchwarden's account, it is paid over to the overseer's account; but we find no trace of any part of the rents and profits having ever been distributed as a charity to the poor. The churchwarden's accounts, produced to us, commence in 1735.

In 1806, timber was sold to the amount of 73l. of which 39l. 9s. was applied in the purchase of a tenor bell for the church, and 30l. 9s. 6d. was paid over to the overseers. In 1814, timber was sold to the amount of 64l. 1s. and in the following year 33l. 10s. 9d. was paid over to the overseers.

In 1816, 15l. was paid over to the overseer's account, since which, nothing has been advanced for that purpose. In 1822, the sum of 11l. 9s. was received for timber and carried to account.

Considerable repairs have been done to the church within the last two years, to the amount of about 38l., and farther repairs were, at the time of our investigation, in progress. It was expected, that after the completion of these repairs, if the rent of 35l. could be maintained, there would be an annual surplus beyond the amount of the churchwarden's account. At the settlement of the churchwarden's accounts, at Easter, 1823, there was a balance of a few shillings only in their hands.

Some items appear to be improperly introduced amongst the churchwarden's disbursements, such as a salary of 2l. per annum, paid to the collector of the taxes in the parish, and a salary of 2l. 12s. paid to the overseers of the poor, which latter is stated to have been agreed to be paid in consideration of many estates, in the parish, being held by non-residents, who do not serve the parish offices. If, however, it be correct to apply the surplus rents and profits of the estate, after paying for the repairs of the church, to the general account of the overseers of the poor, it does not appear to be of great importance, in which of the accounts these items, as well as others, more properly belonging to the churchwarden's account, but not being for the reparations of the church, are inserted.

With respect to the appropriation of the surplus, it is to be observed, that the trust deeds do not enable us to state by what means this property originally came into the possession of feoffees for the parish; and that if it was given by Mrs. Trist, or any other person, for the purposes mentioned in the deed of 1608, such donation must have taken place before a regular provision for the poor was made by the statute of 43 Elizabeth.

Under all the circumstances of the case, we do not feel ourselves warranted in saying, that the application of the surplus beyond the reparations of the church, in aid of the poor's rates, may not be justified.

Doyle's Gift.

By deed, bearing date 18th July, 1791, reciting, that *Margaret Doyle*, widow, by her will, bearing date 4th December, 1777, directed her executor, the Rev. John Tresdale Spry, to raise out of her effects the sum of 200l. and to place out the same at interest upon securities, according to the best of his judgment, and pay the interest and produce thereof, yearly, towards the educating such and so many poor children of the parish of Stowford, as the same would extend to and be sufficient for; and reciting, that the personal estate of the said Margaret Doyle was found to be 4l. in the 100l. short of the several sums with which the same was charged, so that the said legacy was thereby reduced to 192l. which was after the same rate that the other legatees of the said Margaret had been paid their respective legacies; and that for the better prosecuting the will of the said testatrix, and to establish a perpetual fund for that purpose, the said sum of 192l. was by the said John Tresdale Spry, with the consent of the parishioners of the said parish, on the 8th of September, 1779, applied in the

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purchase of 300l. 3 per cent. consols, and in payment of the expenses attending the same, all but the sum of 2l. 11s. 4d. which was added to the common stock of the said parish; and reciting, that the said sum stock stood in the names of John Doidge, Nicholas Braddon, and Robert Tapson, the same having been transferred to them for the purposes aforesaid, the said John Doidge, Nicholas Braddon, and Robt. Tapson declared, that the said stock was transferred to them, in trust, for the purpose of executing the uses mentioned in the will of the said Margaret Doyle.

The last trust deed of the above mentioned stock bears date in 1800. Of the trustees then appointed three are now living. The stock stands in their names, and produces dividends amounting to 9l. per ann.; which sum, after deducting 6s. 8d. allowed to Mr. Lethbridge, a solicitor of Launceston, for receiving the dividends, is paid to a schoolmistress, who instructs in reading all the poor children of the parish sent to her by the trustees, to one of whom application is made for admission into the school. A regulation has been made by the trustees, that there shall not be more than two children of one family receiving their education at the same time in the school.

HUNDRED OF SOUTHMOLTON.

PARISH OF EAST ANSTEY.

Poor's Money.

It is stated on a tablet in the church of this parish, that several persons of the name of Barnes, gave by their respective wills to the poor of this parish, small sums, amounting in the whole to 15l.; and that Peter Norrish, by his will, in 1736, gave also to the poor of the parish 20l. In respect to these sums, amounting together to 35l. the sum of 35s. has been annually paid out of the poor's rates, and distributed at the parish meeting, held at Lady-day, amongst poor persons of the parish who are not in the receipt of constant relief, in sums varying from 8s. to 3s. to each. The distribution of the money is stated by the overseer of the poor in his annual account.

PARISH OF KNOWSTONE.

Brooke's Gift.

Humphry Brooke, by his will, in 1670, gave to the poor of this parish a yearly rent charge of 20s. to be issuing out of his estate called Edgerley, situate in the parish of Cruwys Morchard, and payable to the churchwardens and overseers of the poor of Knowstone and their successors, to the intent that they should, together with two honest & sufficient persons of the said parish distribute the same at Christmas amongst such poor people of the said parish, as they in their discretion should think fit.

Mr. Richard Cooke is the owner of the estate called Edgerley, and pays, in respect of this annuity 18s. per annum (2s. being deducted for land-tax), to the overseer of this parish, which is distributed, not at the time specified by the donor, but at the annual meeting held about Lady-day for passing the parish accounts, with the annuity of 2l. 10s. hereinafter mentioned, payable out of East Bowdon, and the interest of the gifts of John and Ellen Elworthy, amongst such of the poor persons of the parish as have no regular relief, the sums given to each person varying from about 8s. to 2s. according to their necessities, and the numbers of their families.

Annuity purchased with Sums given for the Poor.

It is stated in a tablet bearing date in 1724, in the church of this parish—

		£.	s.	d.
That	Mr. Vickery and Mr. Kerslake gave to the poor thereof	13	0	0
	Mr. Humphry Brooke.....	10	0	0
	Mr. Vickery of Knowstone	5	0	0
	Mr. Peter Bussel	10	0	0
And	Mr. David Hill.....	10	0	0

which several sums, amounting in the whole to 48l. together with 40s. added by Mr. Humphry Pitman, to make up the sum of 50l. were charged by him upon an estate called East Bowdon, in this parish, for the benefit of such of the poor as had no weekly or monthly relief. We have not seen any deed by which this estate was thus charged. The estate called East Bowdon is now the property of John Fisher, who pays an annuity of 2l. 10s. to the parish officers: its distribution has been already stated.

Gifts of John and Ellen Elworthy.

It is stated in another tablet, which bears the date of 1789, that *John Elworthy*, by will, gave to the poor of this parish 20l. to be placed out on good security by the churchwardens and overseers, the interest thereof to be yearly distributed by them, among such poor of the parish as had no weekly or monthly relief.

It is also stated in another tablet, dated

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is 1808, that *Ellen Elworthy*, widow of the said John Elworthy, gave 20l. to be applied to the same purposes.

Of the last mentioned two sums, one is in the hands of Mr. Joseph Hill, of this parish, and the other in the hands of the Rev. John Froude, the vicar; each of whom pays 18s. as the interest at 4½ per cent. on the sum deposited with him.

The distribution of these sums has been already stated. We have thought it right to suggest, that these two sums should be placed in a savings bank.

CLARKE'S GIFT.

It is also stated in a tablet, bearing date in 1722, that *Thomas Clarke* gave 5l. to be placed out at interest as the churchwardens and overseers of the parish thought proper, for the benefit of the poor.

In the Returns made to Parliament in 1786, it is stated, that 50s. of this donation had been lost, and that the residue then produced 2s. 6d. per annum, but it is not mentioned in whose hands that residue was deposited. It is reputed in the parish, that this donation was lost by the default of a person of the name of George Wood, many years ago.

PARISH OF MOLLAND BOTTREAUX.

CLARKE'S GIFTS.

Thomas Clarke, by his will, bearing date 7th August, 1721, gave his tenement called Leddons *alias* South Down, in the parish of Molland, to his son-in-law, John Courtenay, and his assigns, for his life, and the life of such woman as he should take to wife. Nevertheless his will was, that the said John Courtenay, and his assigns, should, during his life, and the life of his wife, yearly pay to his trustees, thereinafter mentioned, 3l. clear of reductions, for the use of the poor people of the parish of Molland. And he gave the said tenement to George Courtenay, of Molland, in the said county, gentleman, Martin Whight, of Knowstone, gentleman, John Chapman, John Newton, and John Mogridge, of Molland, yeomen, and their heirs, subject to the aforesaid devise to the said John Courtenay, in trust, that they should after the death of the said John Courtenay and his wife, let the said tenement, with the appurtenances, for the best yearly rent that could be gotten for the same, for any term not exceeding ten years, to commence in possession, or within one year at the furthest after the date of such demise; and that the clear rents and profits of the said tenement should be bestowed by them in manner following; viz. 4l, thereof yearly for ever, to some fit person or persons, for teaching poor children of the said parish of Molland to read, and some part thereof yearly for ever, in books for the said poor children, and for other poor families of that parish; and the rest of the said rent of Leddons *alias* South Down, to and for the poor people of the said parish of Molland, and chiefly to such of them as should be aged, honest, feeble or impotent, and having no monthly relief or pay; and be directed, that no one person or family should have more than 7s. in one year, to be distributed twice in every year, by two equal payments, amongst the said poor people, by his said trustees, and such others as should be thereafter in pursuance of his will, made trustees for that purpose, at the feasts of Easter and All Saints.

He also gave all the great tithes and tenths of the corn and grain, arising within the said parish of Molland, (except such part thereof as he had sold to the said John Courtenay), to the said trustees, and their heirs, upon the following trusts; viz. that they should, from time to time, demise the said tithes to any persons whatsoever, for any term not exceeding five years, for the best price that could be gotten for the same, and that the clear yearly profits of the said tithes, beyond taxes and reprises, should be bestowed by them for ever, on such person as should, for the time being, by the consent and approbation of the said trustees, or the major part of them, be procured to officiate as curate or minister of the parish church of Molland aforesaid, in reading divine service, and preaching a sermon once every Sunday, and at every other chief and principal holiday in the year for ever, at such time and times as the minister or vicar of the said parish church of Molland for the time being, should not read divine service, and preach a sermon in the said church it being his desire that there might be always divine service, and a sermon preached in the forenoon and afternoon on every Sunday for ever, in the said church of Molland; and that such parson or curate so to officiate as aforesaid, should be chosen and continued, or put out by his said trustees, or the major part of them, and should be such a person as had no presentation or benefice otherwise besides. And the said testator directed, that if any, or either of his said trustees should die, in every such case the survivors of them should, within three months next after the death of every or either of them, by writing under their hands and seals, attested by two or more credible witnesses, nominate and appoint some other person of honest reputation, and good substance and ability, inhabiting in the parish of Molland, to be a trustee in the place & stead of him that should be dead; and that this should be done from time to time for ever. And it was his will, that at any time of the nominating and choosing of any new trustee as

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aforesaid, the surviving trustees should, for their pains and expenses in so doing, have out of the rents and profits of the said tenement of Leddons, 10s. of lawful money and no more, and should allow themselves out of the rents and profits of Leddons and the said tithes, for their reasonable expenses, and for their labour in executing and performing the said trusts. And he also gave to every one of his said trustees, 20s. a piece.

By indentures of lease and release, bearing date 1st and 2d May, 1794, between John Courtenay, Sir John Courtenay Throckmorton, baronet, and Richard Hinam, of the one part, and George Courtenay, (now Sir George Courtenay Throckmorton, baronet,) and Jas. Quartley, of the other part, (after reciting indentures of lease and release, and nomination, bearing date 6th and 7th August, 1779, between John Chichester, esquire, and the said John Courtenay, of the one part, and the said Sir John Courtenay Throckmorton, and James Quartley, since deceased, and the said Richard Hinam, of the other part; whereby, after reciting the devises in the will of Thomas Clarke, for the benefit of the parish of Molland, the said John Chichester, and John Courtenay, in pursuance of and in conformity to the directions of the said Thomas Clarke, appointed the said Sir John Courtenay Throckmorton, James Quartley, deceased, and Richard Hinam, to be trustees in the place of the three others deceased, of the said trust premises, and conveyed the said trust property to them); the said John Courtenay, Sir John Courtenay Throckmorton, and Richard Hinam, appointed the said George Courtenay, and James Quartley, party thereto, trustees in the stead of the said John Chichester and James Quartley, deceased, and conveyed the said trust lands and tithes to them and their heirs, to the use of all the parties thereto, subject to the trusts mentioned in the will of the said Thomas Clarke.

The above abstracted indentures are the only trust deeds which have been laid before us; but we are told, that about the year 1803, after the death of John Courtenay, Henry Quartley was appointed a trustee in his stead; that gentleman and his brother, James Quartley, George Courtenay, now Sir George Courtenay Throckmorton, and Richard Hinam, are the existing trustees, of whom the two former reside in the parish of Molland; Sir George Courtenay Throckmorton is possessed of a house and estate in the parish, but has never resided there; and Richard Hinam holds property in the parish, on which he formerly resided, but he now lives at Dulverton.

The estate called Leddons, containing two dwellings under one roof, a barn with outbuildings, and about 15 acres of land, was, with the exception of a coppice of about half an acre, let by auction to John Elworthy, for a term of seven years, from Lady-day, 1817, at a good rent of 20l. per annum, the lessors covenanting to repair. It had been previously let for 26l. per annum, but the tenant being unable to pay that rent, was permitted to give up possession of the estate. The buildings, which are antient, and upon which a good deal of money has lately been expended, are now in tolerable repair. The coppice, which contains some young timber, is kept in hand by the trustees, and the underwood is cut when of a proper growth; it was last felled in 1814, and with some timber cut at the same time, produced 37l. 18s. 2d. a sum exceeding 40l. was, in the same year, laid out in the repairs of the premises.

The rents are received by one of the trustees, to whom the principal management of the charity has been confided. The estate given for the lives of John Courtenay and his wife, is supposed to have determined about 40 years ago, on the death of the latter. The Returns made to Parliament in 1786, state the year 1776, as the date of the gift, and as the oldest account book commences at that time, the farm probably came then into the possession of the trustees.

The income, independently of the sums required for repairs, is applied, in the first place, to the payment of a salary to a schoolmistress, which has sometimes exceeded, but, during the last two years, has amounted to precisely 4l per ann. She instructs in reading, knitting and sewing, about 8 or 9 children of those poor persons of the parish whose parents think fit to apply to the acting trustee for their admission into the school; a small sum has likewise occasionally been laid out in the purchase of school books for the children. The residue has been distributed, but not at any fixed periods, among the poor labourers, mechanics and widows of this parish, in sums rarely exceeding 7s. a piece; but until the year 1822, little distinction seems to have been made between such as received parish relief, and such as did not.

The following distributions appear from the accounts to have taken place since the year 1811:—

	£.	s.	d.
1812	21	17	6
1815	22	8	6
Do.	16	13	0
1817	17	14	0
Do.	19	18	0
1818	18	0	0
1819	2	15	0
1820	13	10	0
1821	9	8	0
1822	8	11	0

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Large disbursements for the repairs of the premises, were made in 1819.

When a distribution has taken place, it has, until lately, been customary to bestow all the money in hand, with the exception of a very trifling balance; but in consequence of the uncertainty as to the period when the rent would be paid, and of the necessity of paying quarterly the salary of the schoolmistress, a sum rather exceeding 4l. was reserved by the trustees on the distributions for 1821 and 1822, and carried to the account of the following years respectively. At the time of our inquiry, which took place in September, 1823, there was a balance of 5s. 3d. in the hands of the acting trustee; a year's rent had become due at the preceding Lady-day, which had not then been received, but which it was proposed to demand and distribute on the ensuing All Saints day.

The sum of 20s. appears to have been taken by John Courtenay in 1789, for his pains in the management of the property, as sole trustee for several years, but no other charge for the expenses of the trustees is found in the accounts.

Upon the last appointment of trustees, the whole of the sum of 10l. 10s. being the cost of the trust deed, was charged to the account of the estate of Leddons, a moiety of which ought to have been paid out of the great tithes of the parish.

The great tithes have been usually demised to the repective occupiers of the lands out of which they issue, according to a valuation annually made, the amount of which has formerly been between 70l. and 80l. but was only about 50l. in 1822, when the valuation was made by a person appointed for that purpose by the present lecturer, the Rev. Wm. Cumins. It has been customary for the tithe payers to pay to the lecturer for the time being, the amount of their several valuations without the intervention of the trustees, but in consequence of a doubt as to the validity of the appointment of the present lecturer, some of the occupiers of lands have refused to pay tithes to him, and have, therefore, paid their portions to the principal acting trustee, Mr. James Quartley, who has transmitted them to Mr. Cumins, and others appear to have availed themselves of this doubt, as a plea for withholding the payment of their tithes.

The lecturers are stated to have been appointed by the trustees from time to time; and until the election of Mr. Cumins, which took place upon the death of the Rev. W. Quartley, about six years ago, to have performed divine service once on Sundays, and at the usual feasts. We are told that there were at that time several candidates, and amongst them the present rector of the parish, the Rev. John Froude, who has refused to acknowledge the validity of Mr. Cumins's election, or to suffer him to discharge the accustomed duties of lecturer in the parish church, upon the ground that he was irregularly appointed, having been chosen by trustees, some of whom were not inhabiting within the parish of Molland Bottreaux.

Upon reference to the founders will, it will be seen that the trustees are directed to be chosen out of persons inhabiting within the parish of Molland; but there does not appear to be any provision by which they cease to be trustees on removing from that parish.

We trust that the duties contemplated by the testator will be shortly resumed, since we are informed that Mr. Froude states himself to have no other objection to the admission of Mr. Cumins to the performance of the service in the church, than that which arises from the supposed irregularity of his election; and that it is proposed to obviate that objection, by the appointment of two persons resident in the parish, as new trustees, in the stead of the late Sir John Throckmorton, and the present Sir George Throckmorton, when a new appointment of the lecturer may take place.

POOR'S MONEY.

In the Returns made to Parliament in 1786, it is stated that the sum of 33l. 10s. producing the annual interest of 1l. 13s. 6d. which had been given to the poor, was then vested in the vicar of the parish, but that the names of the donors were unknown.

This sum appears to have been deposited in the hands of several persons of the parish, from time to time, at interest. An entry in the churchwardens account book of the date of 1808, states that it was then lent to five persons, who paid 5s. 6d. per annum each, for the use of it, amounting in the whole to 1l. 7s. 6d.—At the time of our inquiry (Sep., 1823), the principal sum was in the hands of the following persons:—

	£. s. d.	Interest. £. s. d.
John Palfreman	6 14 0	0 5 6
Francis Quartley	6 14 0	0 5 6
John Elworthy	6 14 0	0 5 6
Lewis Halse	4 9 4	0 3 8
Philip Halse	4 9 4	0 3 8
John Halse	4 9 4	0 3 8
	£33 10 0	1 7 6

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The interest has usually been paid once in two or three years, and has been distributed at a parish meeting, holden about Lady-day, amongst all the poor of the parish; such of them as have no relief, being paid 1s. and the residue 6d. each. At the time of our inquiry, no interest had been distributed for three years, but we were assured that the arrears should be shortly demanded and given away. We have suggested, that the different sums in the hands of the above mentioned persons should be immediately collected, and deposited in a savings bank.

Courtenay's Gift.

Philip Courtenay, by will, bearing date 2d February, 1805, and proved in the court of the Archdeacon of Barnstaple, gave 10l. yearly, during the right which he had in two estates in the parish of Molland, called North Stone and South Stone, to the poor people in and belonging to the parish of Molland, viz. 5l. a year out of North Stone, and 5l. a year out of South Stone. But if either of the said estates should fall off from the right he then had in them, he directed that the other estate should be answerable for the whole of the said 10l. during all the right which he had in either or both estates. And he appointed John Mogridge a trustee, to collect and distribute the said 10l. on some day in Easter week, yearly, and chiefly to those poor people who should receive no monthly pay from the said parish, at the discretion of the said John Mogridge, to whom and to whose heirs he gave a power to distrain, if his executors should neglect to pay the said 10l.

John Mogridge, the trustee appointed under the said will, resides at Poughill, and visits the parish of Molland yearly, at Easter, for the purpose of receiving and distributing the annuity.

The interest which the testator had in the two estates of Northstone and Southstone, was for 99 years, determinable on two lives respectively, which are still in existence. Messrs. Lewis Philip, and John Halse, are possessed of the leasehold interest in the estates; and notwithstanding this gift is void under the Mortmain Act, the sum of 10l. is paid yearly by those gentlemen to Mr. Mogridge, who distributes it to each of the poor persons of the parish as receive no relief, in sums, varying from 2s. to 3s. according to their wants, and the numbers of their families. He keeps a regular account of the sum received, and the mode of its distribution.

No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Berry Narbor	William Slader, now Michael Slader	A house and out-buildings, and about 19 acres of land, with an allotment of about two acres, made a few years since in lieu of a right of common on Berry Down.	99 years, determinable on 1 life
2	North Molton	William Slader, now Michael Slader	A meadow and an orchard near Deer-lane, containing about an acre in the whole.	1 life
3		Philip Davy, now Thomas Vicary	A house.	1 life
4		John Thorne, now Alice Thorne	Two houses and courtilage.	3 lives
5		Richard Shapland	Three houses and gardens.	3 lives
6		William Avery	House, malthouse and out-building, and small garden.	
7		Margaret Westcott, now Eliz. Cookings	House and garden	2 lives
8		Richard Barrow, now John Bicknell	Two houses and gardens.	1 life
9		James Tapp	House	1 life
10		John Lock, now Mary Tapp	House and garden	1 life
11		Roger Abbott, now Robert Abbott	House and garden	3 lives
12		Joseph Thorne, now Michael Thorne	House and small garden	2 lives
13		Richard Pasmore now W. Westcott	Two meadows containing about an acre.	2 lives
14		Philip Thorne	House and small garden	1 life

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PARISH OF NORTHMOLTON.

CHURCH LANDS.

By indenture, bearing date 22d April, 1707, between Christopher Shapland and four others, of Northmolton, (who are stated to have survived their co-feoffees, Michael Slader and ten others), of the one part, and John Burgess and twenty-three others, of the other part; the parties of the first part, to the end that the trust and confidence remaining in them might be vested in and performed by the other parties before named, granted and enfeoffed to the parties of the second part, and their heirs, all the messuages, lands and tenements of the said parties, of the first part, which were situate at North Molton, & all the messuages, lands and tenements of the said parties of the first part, which were situate at Smithson in the parish of Barry Narbor, in the county of Devon, and by petition theretofore established in the high court of Chancery, were assigned and appointed to George Davy, Ed. Moorman, and John Thorne, of Northmolton, for their half farthing of land in Smithson aforesaid, and all the messuages, lands and tenements of the said parties, of the first part, situate at or in Layne, within the parish of Charles, in the said county of Devon, and an annual rent of 8s. of the said parties, of the first part, issuing out of a messuage and tenement in the borough of Southmolton, between the lands late of Rudge *alias* Leigh on the east part, the street on the south part, the lands late of Tucker, and since of Walter Broad, on the west part, being then the inheritance or reputed lands of John Challacombe; which premises at Northmolton, or the most part thereof, were then in the several occupations of Samuel Avery, and fifteen other persons, therein mentioned, and which said land at Smithson were in the occupation of John Dyer; and all which said lands and annual rent were granted and enfeoffed to the said parties of the first part, and their deceased co-feoffees, from the said Edward Moorman and John Thorne, by deed bearing date 24th May, 1665, to the intent that they should bestow the issues and profits of the said lands to and for the repairing, sustaining and maintaining of the parish church of Northmolton, and also for the exonerating and paying of all other charges, reparations, expenses and costs upon the said church, yearly, or from time to time, and whenever they should be needful to be made and laid out.

The last appointment of trustees was made, by indenture of lease and release, bearing date 9th and 10th April 1814, under which 15 trustees are still living.—The following is a statement of the property belonging to the trust:

Date of last Lease.	Consideration.	RENT.	Estimated clear yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
14 May, 1771	3 10 0 for two lives	7 0 0	14 0 0	—
26 March 1771	17 0 0	0 2 6	3 0 0	
5 Nov., 1791	8 10 0	0 4 0	2 10 0	
29 August 1815	25 0 0	0 4 0	6 0 0	
22 Feb. 1819	10 0 0 and surrender of one life	0 2 4	7 19 0	
	92 0 0	0 2 6	6 0 0	This house fell into hand in March, 1823, and was let by public auction for a fine of 92l. The lease had not been executed in September, 1823.
6 Dec. 1768	10 10 0	0 3 4	2 10 0	
12 May, 1799	7 10 0 for three lives	0 3 8	4 0 0	
4 April, 1774	8 5 0	0 4 0	2 10 0	
29 Sept. 1773	2 2 0 for one life	0 2 0	2 10 0	
5 Nov. 1791	9 3 0	0 3 4	2 0 0	
12 May, 1779	7 4 0 for two lives	0 1 0	2 10 0	
30 Jan. 1796	7 0 0 for two lives	0 1 4	2 0 0	
22 June, 1799	4 4 0 for two lives	0 3 4	2 10 0	

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
15	North Molton	Robert Abbott	House and garden	3 lives
		RACK RENT TENEMENTS.		
16		Robert Abbott	A meadow, containing about three-fourths of an acre.	
17		William Delbridge	A meadow, containing less than half an acre.	
18		John Hole	A house and meadow	
19		Overseers of the Poor	The poor house	
20		John Allen	A house, garden and orchard.	
21	Southmolton	John Kingdon John Southcomb	House and garden	

The trustees are not now in possession of any property at Layne in the parish of Charles, nor is any trace of such property found in the accounts, which extend as far back as 1680.

In the management of this trust, the trustees have not hitherto been very attentive to their duties. They had, previously to our inquiry in September, 1823, held occasional meetings, but at no fixed periods; we were assured, however, that they had resolved in future to assemble annually on Easter Tuesday, to survey the premises, receive the rents, and audit the accounts.

It will be observed, that a few of the tenements, consisting partly of lands, have been let for terms of years determinable on lives, a mode of disposing of such property which we cannot think beneficial, and therefore learnt with satisfaction, that the trustees had resolved to let them at rack rent in future.

We are not aware of any instances of auctions being holden for letting any of the tenements, until that which took place for leasing No. 6, in March, 1823, leases having been usually granted to such persons and upon such terms, as were approved by the trustees.

Several of the trustees have been, and some still are, lessees of parts of the property which they hold in trust. William Slader, to whom the leases of the tenements Nos. 1 and 2 were granted in 1771, was a trustee at the time of granting them; and Michael Slader, the present holder of those leases, is now a trustee, having been appointed in 1814.

The lease of the tenement, No. 5, was granted in 1819 to Richard Shapland, being then a trustee. It had previously consisted of a house, in very bad repair, holden on one old life; Mr. Shapland bought the interest of that life for 20s. and then agreed with his co-feoffees to surrender it, and take a new lease for three lives, in consideration of 10l. and of a covenant to rebuild. We are informed, that the houses built in pursuance of the covenant have been substantially erected; but we feel ourselves called upon to notice the incorrectness of this transaction, as it took place at a recent period; and as we understand that some of the trustees refused to join in granting the lease, thinking that the trust property ought to be offered to public competition. The meadow, No. 17, had been held, together with this tenement, until the new lease was granted to Mr. Shapland, when the meadow was let at rack rent.

Joseph Thorne, to whom the lease of No. 12 was granted in 1779, was a trustee; but Michael Thorne, his son, who now holds that lease, is not. William Westcott, the present holder of No. 13, is a trustee.

The buildings on the premises in Northmolton are, with the exception of No. 3, described to be in good condition; but those on the tenement of Berry Narbor are out of repair. There is, on the last mentioned property, a coppice consisting of about an acre, which contains some young timber, but it does not appear that any has been cut for sale for many years. We were informed, that the trustees proposed to go to Berry Narbor for the purpose of surveying this property.

The fines and rents have been hitherto received by the churchwardens for the time being, and carried to their account. Church rates are collected in aid of the rents, when necessary.

Almshouse.

It is stated in a tablet in the church of this parish, that one of the ancestors of George Parker, of Borringdon, esquire, founded an almshouse in this town, and endowed it with 2s per week "during pleasure" to be given to six poor families, that should live therein.

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Date of last Lease.	Consideration.	RENT.	Estimated clearyearly Value.	OBSERVATIONS.
		£. s. d.	£. s. d.	
15 June, 1816	1 0 0 and covenant to build	0 5 6	6 0 0	The lease was granted of a parcel of ground. The lessee has built the house thereon.
Yearly tenant		3 3 0	fair rent	
do.		1 10 0	do.	
do.		3 0 0	do.	
do.		4 0 0	do.	
do.		5 5 0	do.	
do.		2 2 0	do.	
Chief rent		0 8 0	do.	

In a memorandum produced to us, bearing date 21st August, 1786, purporting to be signed C. Chilcott, vicar, John Dee, churchwarden, John Slader, overseer, and three others, it is stated, that the words "during pleasure," in the tablet, were inserted at the express command and desire of Lady Catherine Parker, the words "for ever," being erased.

We have not been able to collect any further information as to the time when this almshouse was erected, or the mode of its foundation. It is an ancient building, and is kept in good repair by the Earl of Morley. It contains six tenements, to each of which a small garden is attached, every tenement being inhabited by a poor family of the parish of Northmolton, placed therein by the steward of Lord Morley. An allowance, after the rate of 4d. per week, is paid half-yearly by the steward to each poor family, amounting annually in the whole to 5l. 4s. Some of the almspeople are in the receipt of parochial relief.

BAMPFYLDE'S GIFT.

Sir *Amias Bampfylde*, knight, by his will, bearing date 4th June, 1625, after reciting that he had of late years given to the poor of the parish of North Molton, 2s. every Sunday in white bread, and that as there were many poor people in the same parish, he desired the same should be continued for ever, gave to the poor of that parish 2s. every Sunday for ever, to be provided in white bread for them, the same to be distributed to the aged, impotent, and such as should have most need, every Sunday through the year for ever, by the churchwardens and overseers, for the poor of the same parish for the time being, immediately after Morning Prayer, in the church porch of the parish of Northmolton, or in the church house, then in the possession of the parishioners there; and he desired that the said churchwardens and overseers should, every year in the Easter week, make an account thereof to his heirs, lords of the manor of Northmolton, or to such persons as they should yearly nominate, if the same should be required; and in defect thereof, that the same accompt should be made before the minister of the said parish for the time being, the bailiff of the manor of Northmolton, the constables of the same parish, and four, five or six substantial dwellers there; and to the end that his gift might have continuance for ever, he desired John Bampfylde, his son, heir apparent and executor, to grant an annuity of 5l. 4s. yearly, for ever, to be payable by 2s every Sunday, as before was limited, out of such of his lands and tenements lying within the borough and parish of Northmolton, as he had lately purchased of Gyles Hawkeridge and William Hawkeridge, and of the heirs of May, to such feoffees and their heirs as his said son should nominate, to the use aforesaid.

The annual sum of 5l. 4s. is paid out of an estate called Nogels, in the parish of Northmolton, the property of Sir George Warwick Bamfylde, bart. Bread to that amount is sent to the parish church, not weekly, as directed by the donor, but quarterly, on a Sunday, and is then distributed after morning service, at the discretion of the churchwardens, amongst the most deserving poor people of the parish.

POOR'S MONEY.

A tablet in the church contains a list of small donations, which were made to this parish many years ago; and we find from an entry in the churchwarden's account book for 1693, a statement, that several of the sums so given were intended to be lent to the poor of the parish to keep them on work; and the whole, together with a sum of 7s 2d. collected on a brief in 1684, amounted to 15l. 7s 2d. and had been paid

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into the hands of the succeeding churchwardens.

In addition to the gifts mentioned in the churchwarden's account book, the tablet states the following :—

Two pounds given by Henry Cortway in 1679 ; 20l. by William Cole in 1693 ; and 10l. by Elizabeth Milton in 1700.

It is supposed, that some of these may have been given for immediate distribution amongst the poor.

The parish officers are accustomed to distribute annually out of the poor's rates at Christmas, amongst all the poor of the parish, in small sums, 2l. 19s. which is thus bestowed as the interest of the following donations, received from time to time into the parish stock, by the overseers of the poor:

	£.	s.	d.
The sum of 17l. 10s. 0d. paid by the churchwardens in 1777, as it is supposed in respect of some of the gifts mentioned in the tablet	0	15	0
Burgess's gift of 20l.	1	0	0
Bright's gift, amounting, with interest, to 6l.	0	6	0
Radford's gift, 10l.	0	10	0
The sum of 10l. paid by the feoffees of the church lands several years ago to the overseers, but on what account is not known	0	8	0
	£2	19	0

Burgess's Gift.

It is stated in a tablet in the church of this parish, that *John Burgess*, who died in May, 1723, gave 20l. to the poor thereof, to be lodged in the parish stock, and the interest to be distributed yearly by the churchwardens thereof.

This sum appears to have been paid into the hands of the overseers of the poor.

Bright's Gift.

Thomas Bright, who died in 1804, gave by will, 5l. to five poor labouring men of this parish that had no parochial relief, the interest thereof to be distributed annually by the churchwardens at Easter, for ever.

The sum of 5l. together with 1l. being the interest due thereupon from the time at which the legacy became payable, was paid to the overseers of the poor in 1810.

Radford's Gift.

William Radford, who died about the year 1807, by will, gave 10l. to the poor of this parish, and directed that the interest thereof should be distributed yearly at Christmas.

This sum was also paid into the hands of the overseers of the poor for the time being.

We have already stated the amount and the application of the interest paid out of the poor's rates in respect of the three last mentioned gifts.

William Moorman's Gift.

It appears from an inscription on a tablet in the church, that *William Moorman*, by will, the date of which is not stated, gave to the feoffees of North Molton the sum of 50l. to be lent on good security ; and directed that 6d. per week of the interest thereof, should be given to six of the poorest persons in bread every Sunday, and that the residue thereof should be given for schooling six poor boys of this parish.

It is further stated on the tablet, that the above mentioned legacy was paid into the hands of the feoffees of North Molton, on the 22d of May, 1786, and it has for many years been considered as forming a charge on the poor's rates ; but instead of a weekly distribution, bread to the amount of 1l. 5s. has usually been distributed about the time of passing the annual parish accounts by the parish officers, amongst the poor of the parish generally ; the distribution, however, appears, on an inspection of the account, to have been omitted in the year ending at Easter 1819 ; but we were assured, that the error should be rectified by bestowing a double quantity of bread amongst the poor at the next distribution. A sum amounting to nearly 10l. has been for a considerable period paid annually out of the poor rate for the education of poor children of the parish ; and the interest of 1l. 5s. arising from this gift, has been considered as forming a part of the sum so expended.

Grace Moorman's Gift.

Grace Moorman, who died in 1812, gave by her will 50l. to be paid to the feoffees of North Molton, and by them vested in some of the funds of this kingdom, and the interest to be annually applied, as follows ; viz. one half thereof to be distributed at Easter by the churchwardens, for the time being, to the oldest poor people, and to those who had the largest families, in sums of 6d. each for ever ; and the other half thereof to be paid to the churchwardens, for instructing poor children to write at the cheapest school, for ever, and those poor children that were related to her to be preferred.

Of the above mentioned sum, 5l. was deducted for the legacy duty, and the residue was paid by the executor of Mrs. Moorman to a Mr. Merson, one of the feoffees of the church lands, and remained in his hands until the time of his death, in March 1822:

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shortly after that time an account was taken with his executor, upon which there appeared to be due from his estate 18l. for interest, which, together with the principal sum of 45l. was paid by the executor to the churchwardens; and the sum of 9l. being the proportion of the interest applicable to the purposes of schooling, was carried to the churchwardens account, in respect of sums previously paid out of that account for educating poor children. The residue, amounting to 54l. was in October, 1822, laid out, together with a sum arising from the share of the poor of the parish in two fines, paid on the conviction of some persons for killing game without a qualification, in the purchase of 69l. 18s. 2d. three per cent consols, in the names of trustees, the dividends of which amount to about 2l. 1s. 11d. per annum. No dividend had been received at the time of our inquiry (September, 1823); but it was proposed to distribute three-fifths of it in money to the poor, and the remaining two-fifths to the purposes of instructing poor children.

HARDING'S GIFT.

John Harding, who, by his will, bearing date 19th March, 1745, gave to the poor of Southmolton, an annuity of 50s. gave also to the poor of the parish of Northmolton, for ever, 20s. a year, to be distributed in bread.

This annuity appears by an examination of the account books of the churchwardens of this parish, to have been paid to Christmas 1814; since that time it has been in arrear.

The circumstances which lead us to fear that these annuities are irrecoverably lost, will be found in our account of the Charities of Southmolton.

PARISH OF SOUTHMOLTON.

ANNUITY OF £12. OUT OF THE COMMON MOOR.

By a decree of the court of Chancery, made 12th November, 3d Charles I, in a cause in which Arthur Hutch, esq. and others, on behalf of themselves, and of the other inhabitants, commonalty, and poor of the parish, borough and town of Southmolton, were plaintiffs; and Hugh Hunt, then mayor of the said town, Thomas Howell, and others, were defendants; an award was ratified and confirmed, which was made by Sir John Dodderidge, knight, one of the justices of the King's Bench, to whom the matters in difference in the said suit had been referred, with the consent of the parties, whereby it was determined, that the mayor and burgesses of Southmolton should, at their own cost, within two years, provide a house of correction within that borough; that an annual rent of 12l. reserved out of certain parcels of ground within the said borough and parish, containing, by estimation, six acres, called the Common Moor, should be delivered by the mayor, for the time being, to the overseers of the poor of the said town and parish, to be distributed by them according to the statute in that case made and provided, as well for the relief of the poor of the parish as of the borough; and that as well the said parcels of land called the Common Moor, as also all other the lands and tenements called the Common Land or Lands, of the commonalty of Southmolton, except the said rent or 12l. per annum, should be and remain to the mayor, burgesses and commonalty of Southmolton, and their successors, for ever, without let or hindrance, or questioning of employment by the inhabitants of the said parish of Southmolton.

A house of correction is now maintained by the corporation of Southmolton, and the sum of 12l. is annually paid by them to the overseers of the poor of this parish, which is carried to their general account.

HUGH SQUIER'S GIFT.

By indenture, bearing date 1st October, 1686, between Hugh Squier, of the parish of Saint Margaret, Westminster, of the one part; and William Squier, of Southmolton, and four others, of the other part; the said *Hugh Squier* assigned to the parties of the second part, and their heirs, a house and building called the Free School, for writing and arithmetic, and a house for the schoolmaster thereof, with the gardens, courts, &c. thereunto belonging; which premises had been lately built by the said Hugh Squier, on certain ground whereon certain messuages formerly stood, called Hunt's Almshouses, in the borough of Southmolton, and which the said Hugh Squier had lately purchased for the remainder of a term of 2,000 years; and the said Hugh Squier reciting his intention to settle 1,000l. or lands to that value, for the better support of the said school and schoolmaster, and the repairing of the said premises, directed that the said money or lands, and the free school and premises should be in the said trustees, their heirs and successors, on trust, that the said free school should be employed for the instruction of young people, and that the dwelling house should be for the habitation of the schoolmaster for the time being; and it was thereby declared, that the trustees being met together in the most convenient room of the school-house, should there choose out of the whole town and parish of Southmolton, 20 poor people's children, who should be taught in the said school, gratis, the most necessary and good arts of writing and arithmetic, and when there should be

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vacancies, should choose other children in their room, so as not to exceed the number of 20 children to be taught gratis; but that in addition to the said 20 scholars, the schoolmaster should have leave to take in and teach any gentlemen's sons and daughters, and any adjacent neighbours' children, at such rates as the master and parents of the children could agree upon, to the intent, that not only the said town and parish should always have 20 scholars taught gratis, but also that the whole country adjacent might have the conveniency of an extraordinary good school to send their sons and daughters to; and in regard the said school might probably be too thinly peopled with scholars at the first opening thereof, he directed, that the trustees should permit the Latin tongue and grammar to be (together with the said most useful arts of good writing and arithmetic) taught in the said school, until the school should be replenished with a sufficient number of writing scholars without the help of Latin scholars to fill up the school, whereof the then trustees, and their successors should be the only judges and that the said trustees, and their successors, should always consider, that the chief aim and design of the said Hugh Squier, was to promote the arts of good writing and arithmetic for the good of the poor, more than the sciences of grammar and Latin for the good of the rich; and that to that intent, the writing schoolmaster should always have the greatest encouragement, viz. that the writing schoolmaster should always have the dwelling-house built with and adjoining to the school for his habitation, and the privilege of teaching his scholars in the said school, and 20l. out of what the school should be endowed withal; and that the Latin schoolmaster should only have 20l. per annum of the said revenue, and the privilege to teach his scholars in the same school; and two persons were thereby appointed to be the first schoolmasters; and it was declared that after their deaths, or ceasing to be the schoolmasters, the trustees and their successors should choose the most sufficient schoolmaster for teaching of good writing and arithmetic that could conveniently be procured by them, and the like for supply of the Latin master's place; and that the same person should not supply both places unless completely qualified for both, especially for teaching writing and arithmetic; and that the minister of Southmolton might be one of the masters, in case the trustees should think fit, but never should have both masters' places, and his ministry of the said church besides. And the trustees were thereby enjoined, (after such gift and settlement), to pay to the two schoolmasters 40l. per annum, in equal moieties; and they were also enjoined with the two masters, to meet and dine twice in the year, on Saint Luke's day, and on the 10th of April, or within six days thereof, which feasts were given to them to bring them together twice a year, that they might examine, whether all the particulars of the charity were duly performed, according to the intent of the donor, for the expense of which feasts 3l. per annum should be allowed; and the said Hugh Squier directed, that the remaining 7l. per annum, or what should remain of the said 50l. per annum, or thereabouts, which the said school was to be endowed withal, should go towards reparations or improvements of the said school, and school house and premises, as the trustees should think convenient; and to the intent, that the charity might never be alienated nor converted to other uses, the said Hugh Squier ordained, that whenever the rules therein mentioned should cease to be observed for one year, the said endowment of 50l. per annum should become the proper estate of the King's Hospital of Green Coats in Tothill-fields, Westminster; with a power for filling up the number of trustees to five, when reduced to three.

A memorandum, endorsed upon this deed, under the hand and seal of the said Hugh Squier-states, that in case the revenue should fall short of the donor's and trustees expectation, the failure should be abated wholly out of the schoolmaster's salary, and, whilst there were two masters, be equally divided between them.

It does not appear that any settlement of money or lands was made for the support of the school during the life of the founder, but it is probable that during that time it was maintained at his expense, and was subject to his occasional superintendance.

The said Hugh Squier, by his will, bearing date 24th February, 1709, and proved in the Prerogative Court of Canterbury, after reciting that he had, 28 years before, built a free-school, in the town of Southmolton, for teaching 30 poor people's children to write and keep accounts, thereby to fit them for any ordinary trades or employments; and that it had been managed by five trustees, according to a book of orders given by him for that purpose, directed, that when two of the said trustees should die, the three survivors should choose two others, which trustees should have power to fill up the number of 30 scholars, to be taught gratis, and to inspect and govern all matters, as had been done for about 28 years then past, and to change the schoolmaster when they should see cause; and he directed, that the said trustees should take upon them the care of paying, out of the revenue of Northam, Upcott and Westminster, 29l. 2s. 9d. to the church of Windsor every

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year, for rent and tenths, and 16l. every four years, for a fine of adding four years to their lease, or 30l. at the end of seven years, as their custom of renewing was, with 3l. 17s. 10d. for the charges of making every new lease, to make their estate perpetual; and for taking this care, he directed that the trustees should receive 20s. each per annum; and for defraying this charge, and the further uses therein expressed, he gave to the mayor and aldermen of Southmolton and their successors, his right, interest and estate in the parish of Northam, except the presentation thereof, upon condition to permit the then vicar to hold the vicarage-house, with the gardens, orchards and glebe lands thereunto belonging or therewith then enjoyed, and all oblations and dues, and to pay him and his successors, 16l. a year, and 5l. 15s. to Whicher's almshouses in Westminster, and 40l. to the maintenance of Southmolton free-school; viz. 25l. to the schoolmaster, 5l. to the trustees, 3l. for their two usual feasts at their visitation, and 7l. for the reparation of the school and schoolhouse, and the highways between the schoolhouse and Molebridge; and he directed that the overplus which the said Upcott and Northam produced beyond the said disbursements, which he computed to be about 60l. per annum, should go half to the mayor of Southmolton for the time being, towards the expense of his mayoralty, and the other half towards mending the highways, in or near the town of Southmolton.

He also gave to the vestry of St. Margaret's, Westminster, three leasehold houses, in the parish of St. Martin's-le-Grand, held under the dean and chapter of Westminster, for a term which would expire in about 38 years from the date of his will, the leases of which were intended to be renewed by the said vestry.

Annexed to this will are two accounts, declared by the testator to be part of his will; the first intituled, "An Accompt of "the Product and Outgoings of all the "Things which I have bestowed on the "Corporation of Southmolton and the Free "School I built there;" in which the amount of income and outgoings is stated as follows:—

INCOME.	£.	s.	d.
Estate in Northam	125	0	0
Do. in Upcott	15	0	0
Rent-charge upon the vestry and parish of St. Margaret's, Westminster,	20	0	0
	160	0	0

OUTGOINGS.	£.	s.	d.
For the five trustees of the school, 20s. each	5	0	0
The schoolmaster of the free school	25	0	0
For two feasts	3	0	0
Repairs of the school and school-house, and the lane before it	7	0	0
	40	0	0
To the church of Windsor for rents and tenths	29	2	9
For a fine every four years, and charges of leases, being per annum	4	14	5½
To the vicar of Northam	16	0	0
To Whicher's almshouses	5	15	0
	95	12	2½
Balance which the corporation of Southmolton would gain, per annum, except land-tax and poor's rate	64	7	9½
	160	0	0

At the foot of this account is the following note:—

"Whatever the balance *de claro* proves "to be, more or less, the half thereof is "given, every year, to him that shall be "Mr. Mayor in being; and the other half "towards mending the highways in or near "South Molton, especially between the "Mole bridge and the schoolhouse."

Another note states, "I do desire the "corporation, out of this 64l. 7s. 9½d. to "pay for the childrens pens, ink and paper."

The second account is intituled, "An "Accompt of the Product and Outgoings "of Three Houses in St. Martin's le-Grand," the amount of which is thus stated:—

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INCOME.	£.	s.	d.
Amount of Rents of the three houses per annum	83	0	0
Deduct land-tax	16	12	0
	66	8	0

OUTGOINGS.	£.	s.	d.
To the Dean and Chapter of Westminster	5	17	4
The ground rent of his house in Park-street	11	10	0
To certain schools therein specified	15	0	0
To the churchwardens and overseers of St. Margaret's, Westminster	9	0	0
	41	7	4
Payable more to the five trustees that belong to the free school which I built at Southmolton, in Devon, to be added to that free-school, for the maintenance thereof, per annum, to be paid once a year	20	0	0
	61	7	4
More given to the poor of St. Margaret's, and not appropriated	5	0	8
	66	8	0

Upon a comparison of the testator's antecedent deed with his will, it will be observed, that the number of children to be taught gratis was increased by the latter from 20 to 30; that the sum of 40l. instead of 50l. was directed to be annually applied to the maintenance of the free-school; and that, in lieu of the yearly payment of 40l. in equal moieties, to two schoolmasters, a salary of 25l. was directed to be given to one. A part also of the sum of 7l. reserved for the reparations of the school and schoolhouse, is, by the will, directed to be applied in the repair of the highways between the schoolhouse and Mole bridge; but in the note, at the foot of the first account, annexed to the will, the repairs of that part of the highways are specifically directed to be discharged out of the moiety of the balance remaining in the hands of the corporation, applicable to mending the highways, after making the several payments mentioned in that account.

A variance will also be remarked between the two accounts annexed to the will; in the first of which the rent-charge of 20l. out of the houses in St. Martin's-le-grand, is stated to be a part of the income from which the corporation were to gain a surplus of 64l. 7s. 9½d.; and in the second, it is stated to be given to the trustees of the school for the maintenance thereof.

The property held by the mayor and burgesses of Southmolton under Squier's gift consists of,—

1. The glebe and tithes of the parish of Northam, held by lease under the dean and chapter of Windsor for 21 years, renewed at the end of seven years, upon the payment of a fine, at the yearly rent of 26l. 8s. and the yearly payments of 16l. 17s. 6d. for land-tax, and 2l. 12s. 9d. for tenths. The last renewal took place in 1818. The tithes and part of the glebe were underlet to Messrs. Partridge and Vernon, by lease bearing date 26th May, 1818, for seven years from the Lady-day preceding, at a yearly rent, including the amount of the land-tax, of 436l. 17s. 6d. which has been reduced, in consequence of the late depressed state of agriculture, to 361l. 17s. 6d. Another part of the glebe, consisting of a public-house, a small dwelling-house adjoining, and a field near the public-house, containing between two and three acres, and called Chapel Field, was let to Robert Luxton for 25l. 0s. 10d. per annum, under a lease, bearing date 10th October, 1818, for seven years from the preceding Lady-day. The residue of the glebe, consisting of one meadow, containing about four or five acres, is held by the Rev. Thomas Harrison Valletort Mill, vicar of Northam, in lieu of his salary of 16l. per annum.

There are also three houses at Appledore, erected on part of Chapel Field, granted by lease to Benjamin Rooke, and now held by his widow for a term of 20 years, commencing at Lady-day, 1805, at the yearly rent of 1l 3s. 4d. in consideration of a fine of 100l.

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2. An estate, in the parish of Swimbridge called Upcott, containing a cottage, and about 52 acres of very poor land, let to Messrs. John Andrew and Thomas Andrew, by lease bearing date 16th August, 1815, for 14 years from the Lady-day preceding, at the yearly rent of 50l. (which has been subsequently reduced to 44l. 16s.) the corporation paying the expenses of repairing the cottage, which amount to about 12s. a year. Mr. Squier's interest in this property appears from a document, signed by him, bearing-date in 1701, to have been a term of 2,000 years, which his father had bought, 60 years before, for 400l.

The above mentioned rents are considered the full value of the respective premises, and applications have been made by the tenants for farther reductions. The buildings are in fair repair. There are a few trees on the tenement at Upcott, but not more than sufficient for repairs. Some timber was cut upon that tenement in 1817, and sold, and the produce amounting, after deducting the expenses of the sale, to 39l. 16s. 6d. was carried to account.

The tithes of Northam have usually been let by auction. At the last letting, an auction was held, but no sufficient offer having been made, they were afterwards disposed of by private contract, for the best rent that could be obtained. The last letting of Upcott was by private contract, after the valuation of a surveyor. The houses at Northam, and the premises in the possession of Robert Luxton, were leased in the same manner. A person of the name of Moase had occupied the last mentioned premises, except the chapel field, previous to Luxton's tenancy, at the rent of 16l. per annum; he failed in 1817, and a sum of 24l. 4s. 11d. was lost through his insolvency. In 1812 the tithes were let for 630l. per annum, besides the land tax; but the tenant was allowed, out of the year ending at Michaelmas, 1815, 126l. being 20 per cent. At Lady-day, 1818, he gave up his lease, and he was allowed on the rent of the last two years and a half, 315l. in addition to the former allowance. The rent previous to that letting was 354l. 15s. 10d. including land tax.

The sum of 16l. (instead of 20l. mentioned in the schedules annexed to the donor's will,) was paid annually by the parish of Saint Margaret, Westminster, to the corporation of Southmolton, for many years previous to 1803, and was considered by them applicable to the same purposes as were directed respecting the surplus of the rents and profits of Northam and Upcott. It is probable that the deduction of 4l. was made for land tax. The annuity, however, has been unpaid since 1803, the renewed leases on which these premises were then holden under the dean and chapter of Westminster, being then within about three years of their expiration. We have already stated, in our account of the charities of the parish of Saint Margaret's Westminster, which will be found in our former Report, that that parish held, under the dean and chapter, leases of several houses in respect of this and other charitable benefactions, and also a lease of the parish workhouse; that upon an application on the part of the parish, to the dean and chapter, for a renewal of all the leases, a negotiation took place, which terminated in an agreement, that a lease of the workhouse should be renewed for a fine of 1,200l. and that the dean and chapter should pay to the parish 1,200l. for the surrender of several other existing leases, including those of the above mentioned houses in St. Martin's-le-Grand; that no money passed between the parties, the sum payable for the surrender having been set off against the fine for the workhouse, and that the payments to the several charities, under the surrendered leases, were discontinued.

Some observations were made on this transaction in our former Report. As to this charity, it does not appear to us that the corporation of Southmolton, as the trustees of it, could have called upon the parishioners of St. Margaret's to renew the lease of the houses in St. Martin's-le-Grand. It will be observed, that the term which the testator, in his will, states himself to have had in the houses in Saint Martin's-le-Grand, was about 38 years, which would have expired, therefore, about the year 1747. He also states, that the leases were intended to be renewed by the vestry of Saint Margaret, Westminster; but no provision appears to have been made by him for renewal, as in the case of the property held under the dean and chapter of Windsor; and we are not aware that the corporation of Southmolton contributed any portion of the fine paid on the renewals of the leases of these houses.

In the appointment of the trustees of the free-school, the rule by which the three survivors are directed to appoint two others, has been adhered to. The appointments have not been made by deed. There are four trustees now living.

The funds, now applicable to the school, consist of the annuity of 40l. paid by the corporation of Southmolton; three deeds poll of the Exeter turnpike trust, and one of the Southmolton turnpike trust, for 50l. each, producing interest after the rate of four per cent.; 200l. stock in the three per cent. reduced annuities, standing in the name of the Rev. William Mogridge Stawell; 50l. in the hands of John Bawden, esquire, at the interest of 4l. 10s. per cent.; and 30l. in the Devon and Exeter savings bank, at

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four per cent, producing an income in the whole, of 57l. 9s.; the deeds, poll stock, and money having arisen from savings out of the annuity. It was proposed, at the time of our inquiry, to place the 50l. in the hands of Mr. John Bawden, also in the savings bank. One of the trustees act as treasurer, being annually appointed, by rotation; he receives the income, makes he payments yearly, and keeps the account. The usual annual expenditure consists of—

	£.	s.	d.
The Latin master's salary	12	10	0
The writing master's do.	12	10	0
The trustees annual allowance	5	0	0
Insurance	0	10	0
Repairs of the school-house about	7	0	0
Trimming the trees in front of the school-house	0	2	0
One annual entertainment, instead of two directed by the donor	3	0	0
	£40	12	0

The accounts were formerly examined half yearly, and an entertainment took place on each audit, for which the sum of 1l. 10s. was allowed; but since 1810, the account appears to have been annually audited, and one entertainment only has taken place. The cost of the entertainment has sometimes exceeded, in a small degree, the amount of 3l. when the surplus has been charged in the account of the charity. It ought not to extend beyond the limit appointed by the donor.

In the last year's account, 17s. are charged for books furnished for the school.

No part of the highways between the school-house and Mole Bridge, is repaired at the expense of the trustees, the whole being maintained by the corporation.

The school account is audited generally in October or November, at a meeting of the trustees of the schoolhouse. At the audit holden on 31st October, 1822, there was a balance in the hands of the treasurer of 13s. 10d.

The schoolmasters, and the scholars, who are the children of parents of the town or parish of Southmolton, are appointed by the trustees. The vacancies among the children, who are 20 in number, are usually filled up at the annual meeting; but occasionally, upon their occurrence in the course of the year, the treasurer, upon the report of the master, calls a meeting of the trustees, for the purpose of filling them up. The scholars are all under the tuition of the writing master, who teaches them reading, writing, and arithmetic gratis, and who, besides the 12l. 10s. which he receives from the trustees, is paid also by the mayor and aldermen, a sum of about 2l. 18s. per annum for stationery. He resides in the school-house, which is in good repair, and is allowed to instruct other scholars not belonging to the foundation. The Latin master, who is a clergyman, educates no children gratis, in respect of his salary. He has no residence in the school-house, but teaches 14 or 15 scholars, some of the town, and some of the neighbourhood, for whose tuition he is paid by their parents. He has a room in the school-house, for the purpose of his school, being about one half of the original school-room, divided by a partition from the writing school. In the appointments which have taken place of the school-masters, from time to time, for many years, no stipulation has been made as to their teaching any specific number of children, but they are directed to exercise their offices according to the intent and meaning of the founder.

The chief object of the donor seems to have been the foundation of a good school, for reading, writing, and arithmetic, and he appears to have intended that Latin scholars should be admitted only when there were not sufficient applications for admission into the writing school; but the arrangement of his charity in this respect was left to the discretion of the trustees. We find, from an examination of the books of the charity, that there were two masters from 1686 to 1691; from that time to 1717, during part of which Mr. Squier, was living, one: from 1717 to 1723, two; in 1724, one; from 1724 to 1746, two; and one from that time till 1755, when an entry was made in the books by the trustees, stating that inconveniences had arisen by throwing both schools under one master, and that it was determined to remove them, by appointing a master of the writing school. When there was only one master, he appears to have held the office both of grammar and writing master.

We have already stated, that the Latin schoolmaster affords a gratuitous education to no children in respect of his salary. We are told, however, that the stipend has not been ill bestowed, inasmuch as it has led to the establishment of a school at Southmolton, valuable both to the town and neighbourhood, an object which, at the time of making his deed, the founder seems to have contemplated. The trustees state it to be their opinion, that the parents of the Latin scholars would not permit their children to

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receive gratuitous education; they also state that no application for such instruction has ever been made to the trustees, and that the Latin masters have never expressed an unwillingness to afford it.

The fixed number of free scholars in the writing school has been 20 for many years. At the time of our inquiry (September, 1823) the number was complete, and there were three or four candidates for admission; but we were told by some of the trustees, that, partly in consequence of the existence of the Blue School, hereinafter mentioned, in which the scholars are clothed as well as taught, and partly of the circumstance of the children of the poor being taken at a very early age into the factories of the town, they conceived it would be found difficult to extend the free scholars to the number of 20, according to the intention expressed in the will of the founder. We were assured, however, that the trustees would, at our suggestion, endeavour to increase the scholars to that number, and it was proposed to remunerate the writing master for his additional labour, by making him an allowance for each child above 20, in the proportion that his present salary of 12l. 10s. bears to that number It was stated, that as this master has, including the free-scholars, about 50 children under his tuition, it would be necessary to enlarge the writing school for the purpose of admitting a larger number, but that this might easily be done at a small expense.

The surplus of the income of this school, beyond the expenditure, appears to have been carefully preserved by the trustees and laid out at interest. If, however, the benefits of the charity can be extended to a larger number of children, there seems to be no reason why the whole of the income should not, if required, be thus employed, except so much of it as it may be thought prudent to reserve for the purpose of any considerable repairs of the buildings, when necessary.

The residue of the income, arising from the property derived from this donor's gift, by the corporation of Southmolton, is divided into two equal parts, one of which is paid to the mayor of Southmolton for the time being, towards defraying the expenses attendant on his mayoralty, and the other is applied to the repairs of the highways of the town.

The central parts of all the streets of Southmolton and the whole of some of them are repaired by the corporation, in respect of this gift. They also occasionally lay out money in partial repairs and improvements of the roads near the town, but highway rates are collected for the general repair of the roads of the parish. The corporation pay also for lighting the town and the repairs of the wells, but these expenses are not charged to the account of Squier's gift. The rents of the property derived from him form separate items in the receipts of the corporation accounts, and the expenses of the highways are placed under a distinct head in the expenditure.

An account of the expenses of the highways, and of the application of the moiety of the balance arising from this gift, appears to have been kept from its origin. The following is a summary of the accounts of the receipt and expenditure from 1806 to 1822:—

RECEIPTS,	£.	s.	d.
1806	11	4	0
1807	243	19	5
1808	431	8	6
1809	414	16	10
1810	360	17	2
1811	357	16	4
1812	548	0	7
1813	29	5	10
1814	842	8	3
1815	484	0	0
1816	363	13	6
1817	698	8	6½
1818	846	15	3
1819	331	17	0
	5,964	11	2½

DISBURSEMENTS.			
Windsor rents, 13 years	538	3	3
Whicher's almshouses 13 years	74	15	0

Payments for the Highways.	£.	s.	d.
.. ..			
.. ..	29	12	4
.. ..	24	16	0
.. ..	56	19	6
.. ..	96	16	10½
.. ..	52	10	4
.. ..	38	8	3
.. ..	97	17	5
.. ..	105	0	1½
.. ..	137	12	3
.. ..	113	6	5
.. ..	61	12	3½
.. ..	40	13	7
.. ..	51	16	10
Expense of taking off indictments at the sessions for 13 years	70	0	0
	977	2	2½

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	£.	s.	d.		£.	s.	d.
Total of Receipts	5,964	11	2½	Total of Payments	977	2	2½
Disbursements Continued.							
Fine for renewal in 1811 594 0 0				Balance due to the high ways on this account.	771	19	0¼
Do. —— in 1818 594 8 2							
Auctions for letting the property 45 11 10							
Repairs of houses at Northam							
Other expenses 1 16 6				To the above balance of £771. 19s. 0¼d. is to be added a balance of 306l. 19s. 9½d. due on a former account, as made out to 1806, making in the whole 1,078l. 18s. 9¾d.			
Annuity to the free school, 13 years 520 0 0							
Stationery for do., about 37 14 0							
	2,466	8	9				
	3,498	2	5½				
Deduct one moiety for the mayor	1,749	1	2¾				
The other moiety for the high-ways	1,749	1	2¾		1,749	1	2¾

Account continued to Michaelmas, 1822.

RECEIPTS.	£.	s.	d.	Payments for the Highways.	£.	s.	d.
1820	507	6	1	.. ..	127	15	1¾
1821	506	1	6	.. ..	318	9	3¾
1822	449	4	0	.. ..	212	19	1
DISBURSEMENTS.	1,462	11	7	Expenses of taking off presentments, 3 years	7	8	0
3 years repairs at Northam, including expenses of building a wall against the sea 100 17 7½							
3 years Windsor rents 138 0 9							
3 years annuity to Whichers almshouse 16 10 0							
3 years annuity to the free school 120 0 0							
Do. stationery 8 7 6							
Expenses of a prosecution relating to a road claimed on part of the glebe at Northam 21 1 0							
	404	16	10½				
	1,057	14	8½				
Deduct one moiety for the mayor	528	17	4¼				
The other moiety for the highways	528	17	4¼				
Balance due on last account	1,078	18	9¾				
	1,607	16	2				
Deduct expenses on the highways on the other side	666	11	6½				
Balance due from the corporation to the highway account	941	4	7½		666	11	6½

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We were informed, that considerable repairs and improvements of the highways were in contemplation, by which this balance would be much reduced.

BLUE SCHOOL.—This school was established by subscription in the year 1711, and the following pecuniary donations have been made to it from time to time :—

	£.	s.	d.
1717.—Henry Blagdon 20l. paid in 1727, with 10 years interest	30	0	0
1734.—Elizabeth Squier, paid in 1736.....	200	0	0
1739.—Thomas Tepper.....	10	0	0
1742.—Elizabeth Northcote	100	0	0
1756.—Sarah Aram	20	0	0
1785.—Rev. John Hole	10	0	0
1789.—Elizabeth Bryan.....	10	0	0
1790.—Elizabeth Amory	20	0	0

It appears, from the accounts of the school, that about the year 1730, the sum of 156l. was laid out in purchasing, in the name of the mayor and burgesses of Southmolton, the reversion in fee of an estate in the parish of Warkleigh, called West Pugeley, subject to a leasehold interest for one life, which appears to have fallen, in 1739, in trust for this school.

In 1797, this estate, which appears to have produced 15l. per annum from 1741 to that time, and which lay contiguous to an estate of Lord Rolle, was conveyed by the corporation to his lordship, in exchange for an estate in the parish of Coldridge, called Bankland, the rent of which was at that time 28l. per annum, subject to disbursements, and was shortly afterwards increased to 42l. This exchange is stated to have been very advantageous to the charity, but we have not obtained any information as to the value of the respective tenements, except the amount of the rents. In 1807 the last mentioned estate was sold for 1,350l. with a view to the increase of the income of the charity, and in the same year, 1,388l. 6s. 6d. was invested in the purchase of 2,200l. three per cent consols. In 1814 the sum of 64l. 17s. 6d. was invested in the purchase of 100l. in the same stock; in 1815, the sum of 115l. 18s. was laid out in the purchase of 200l.; in the same year, the sum of 269l. 14s. in the purchase of 441l. 12s. 3d.; and in 1816, the further sum of 62l. in the purchase of 100l. in the same stock; making in the whole 3,041l. 12s. 3d. stock. Previously to the last mentioned purchases of stock, the money arising from the donations and the surplus revenues of the charity had been placed in the hands of the corporation of Southmolton, at interest. In 1818, all the three per cent stock was sold, and the produce invested in the purchase of 2,242l. 16s. 2d. five per cent. stock. This was done under the expectation of increasing the income of the charity; but in consequence of the reduction of the interest of the five per cents., the exchange has been disadvantageous to it. In 1819, 25l. and in 1820, 32l. 9s. 10d. were added by purchase o the five per cent. stock.

In 1822, upon the reduction of the five per cents., the charity became possessed of 2,465l. new four per cents., and in 1823, 50l. more was purchased in the last mentioned stock.

The residue of the income consists of a subscription of 2l. per annum from the corporation, and of a collection after an annual sermon producing about 10l. per annum, making in the whole about 112l. per annum. The stock was invested in the names of three members of the corporation, one of whom is lately dead.

It appears, by a survey of the lands of the corporation in 1735, that a house, with a courtilage, had been before that time, and then was, made use of by leave of the corporation, as a school-house. This house is now appropriated to the same purpose, without the payment of any rent to the corporation. There are two school-rooms in it, one for the boys and the other for the girls school. The schoolmistress resides in this house; the master dwelling in a house which is his private property.

Forty-five boys and 20 girls are educated under this charity, and completely clothed once a year. The boys are taught reading, writing and arithmetic, and the girls reading, knitting and sewing. The schoolmaster receives a salary of 20l. and the schoolmistress, of 5l. 10s. per annum, in addition to other small allowances. They are appointed by the corporation, and the children are chosen in the same manner from the poor of the parish of Southmolton, if a sufficient number can be found, if not, from the neighbouring parishes.

The following is a summary of the expenditure for the year ending in February, 1823 :—

	£.	s.	d.
Schoolmaster's salary and allowance	20	10	0
Schoolmistress's do.....	6	7	6
Clothing for boys and girls....	69	14	8½
Insurance	0	6	0
Repairs of the school-house....	8	10	4½
Books and stationery	6	3	8
Teaching the children to sing ..	1	1	0
	112	13	3

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One of the corporation is appointed treasurer, and acts as such for two years. He receives the income, makes the payments, and keeps the accounts, which are audited by the corporation at an annual meeting holden for that purpose, in February, when the children are examined, and Bibles are distributed to such of them as are then about to leave school, and have conducted themselves well. Others are also chosen at the same time, to fill up the vacancies. Monthly inspectors of the school are appointed from the corporation, whose duty it is to visit the school four times in the month.

On the last audit of accounts, in Feb., 1823, there was a balance of 33l. 9s. 7d. in the treasurer's hands, who was then ordered to purchase 50l. new four per cent stock, which was shortly afterwards accordingly done, as before noticed.

Whittle's Gift.

By deed poll, bearing date 22d October, 1678, *Jane Whittle* in consideration of 20s. and divers other sums of money, paid to her by Humphry Tiller and William Brooke, overseers of the poor of the parish of Southmolton, granted to them a house, lately in the possession of Joan Harris, and a house, late in the possession of Thomas Hawkins, and a house, late in the possession of Thomas Carder, and all other her lands, for a term of 1,000 years, in trust, for herself for life, and afterwards to the use of the poor of the said parish, to the intent that the said trustees should, within some short time, by the advice of the mayor and capital burgesses of Southmolton, convey the said term to six or more substantial inhabitants of the same parish to the same uses.

By deed poll, dated 20th April, 1679, reciting the above abstracted deed, and that the said Humphry Tiller and William Brooke, had assigned the said premises to William Pincombe and others, inhabitants of Southmolton, for the uses aforesaid, the said Jane Whittle granted her reversion in the said premises to the said William Pincombe and others, to the same uses.

By lease, bearing date 20th May, 1689, the said William Pincombe and three others, as surviving feoffees for the poor of Southmolton, of the lands, late of the said Jane Whittle, in consideration of a surrender by Hugh Rowcliffe, of all his estate in right of Joan, his wife, in the premises thereinafter mentioned, and also, in consideration, that he had promised to new-build a dwelling-house, on such part of the thereinafter granted premises, whereon stood a dwelling-house, which had, about four years before, been destroyed by fire, with the consent of the then mayor of the said borough, and of sundry others of the better sort of inhabitants of the said borough and parish, demised to the said Hugh Rowcliffe the said late destroyed dwelling-house, and the garden thereunto adjoining, lying within the borough of Southmolton, between the lands, late of the said Jane Whittle, and then of the said feoffees, on the north, the lands of the heirs of Nott and Pincombe, on the east and south, and the highway leading to Exeter, on the west, for 99 years, determinable on the deaths of the said Hugh, Joan his wife, and their son Thomas, at the yearly rent of 7s. payable to the said feoffees, for the use of the said Jane Whittle for life, and afterwards to the use of the said borough and parish.

This part of the premises, given by Jane Whittle, is now vested in James Vernon, under a lease bearing date 9th November, 1789, granted by James Handford, mayor, and ten others, feoffees of the common lands, by the description of a messuage divided into two dwellings, and a garden, situate near Cook's Cross, in consideration of a surrender of a lease, made in 1766, and of 5l. to John Thorne, for 99 years, determinable on three lives, all of which are now in existence at the rent of 7s. per annum.

The other part thereof is now vested in James Mountjoy, under a lease, bearing date 24th October, 1776, from George Stawell, and 11 others, trustees of certain common lands of the borough of Southmolton, to Hugh Carder, by the description of a messuage or dwelling-house, lately erected at the costs of the said Hugh, and a garden thereto belonging, between the lands late of Jane Whittle, deceased, and then of the feoffees, on the south part, in consideration of 5s. and of the yearly rent of 2s. for 99 years, determinable on three lives, two of which are still subsisting.

The whole of these premises are said to be worth a clear rent of 5l. per annum.

The above mentioned rents, and the fines paid on the last renewals, amounting together to 5l. 5s. have not been specifically distributed; but they may be considered to have formed part of the annual sum of 6l. 6s. given by the corporation to the poor, as hereinafter stated in the account of Hunt's gift. It should also be observed, that occasional distributions of coals have been made in severe winters to the poor, by the corporation.

We were assured, that the whole of the future rents, fines and profits of these premises, shall be specifically given to the poor, as the produce of Jane Whittle's gift.

Harewood's Gift.

Henry Harewood, by his will, bearing date 28th November, 1629, directed, that his executor should deliver to William

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Squier and four others, 100l. to be by them employd for ever, to the use, benefit and relief of the poor people of the parish of Southmolton; and he declared it to be his meaning, that not any of the town or borough should reap any benefit thereby; and that the trustees should, upon the death of any one of them, elect another in his place, for the employment of the said sum of money; and that they should, yearly, make a public account thereof, in the parish church of Southmolton, for the better publication of the said charity, according to his intent and meaning.

Trustees of this gift, have been, from time to time, elected by the survivors; the sum of 100l. appears to have been increased by accumulation to 130l. previously to 1767, when in an account, kept by one of the trustees, it is stated, that 100l. was laid out in the purchase of two deeds poll, of the Barnstaple turnpike trust, for securing 50l. each, with interest, at four per cent., and that 30l. was then in the hands of Mr. Berry; this sum of 30l. has been since held by different persons from time to time, at four per cent. interest. It was in the possession of the Rev. J. B. Karslake, at the same rate, until his death, which took place shortly before the time of our investigation, upon the security of his promissory note. It is proper that this sum should be placed in a savings bank, rather than upon private security. The interest of the two deeds poll, and of this sum of 30l. amounting to 5l. 4s. per annum, has been distributed by the trustees, either annually, or once in two years, amongst poor persons belonging to the parish of Southmolton, and not resident within the town or borough, in sums, varying from about 14s. to 6d.

The last distribution took place in May, 1822. A regular account has been kept of this charity from 1640.

Hunt's Gift.

It is stated in an inscription on a tablet in the church, that *William Hunt*, in 1642, gave to the churchwardens and overseers of the poor of this parish, 100l. to be lent at interest for the use of the poor thereof.

In 1745, interest appears to have been received for 300l. Old South Sea annuities, arising from this gift, and that of Mrs. Squier, next hereinafter mentioned. At a vestry, holden on 19th April, 1756, it was was ordered, that the stock should be sold out, and the proceeds paid to the mayor and burgesses, on their giving security for its repayment, with interest at 3l. 15s. per cent. And at a subsequent vestry, holden on 24th June, 1760, it was ordered, that the churchwardens and overseers should lend the monies which had been paid in by the mayor and burgesses, on the credit of the outhmolton turnpike, when an opportunity should offer. —The churchwardens are now in possession of five deeds poll of the Southmolton turnpike trust, dated in 1760, and one deed poll of the Exeter turnpike trust, dated in 1779, for securing the sum of 50l. each, with interest at four per cent.

The interest is received by the churchwardens, and paid over by them to the mayor for the time being, by whom it is distributed annually, together with 18l. being the yearly income arising from various pecuniary gifts, vested in the corporation, as hereinafter mentioned, and 6l. 6s. per annum, voluntarily added, by the mayor and burgesses, from their corporate funds.

Two annual meetings for distribution are held at the Guildhall, one in the week before Christmas, and the other about Candlemas, which are attended by the mayor, several members of the corporation, and the churchwardens.

Previously to the days of distribution lists are made out by the serjeant at mace, of the poor persons of the parish, whether receiving parochial relief or not, who make applications to be admitted to partake of the charities; and meetings take place, of the mayor, corporation and churchwardens, when the lists are examined, and sums appropriated to each poor person, who is considered a proper object, according to his necessities and the number of his family. The sums given to each person usually vary from 6d. to 2s.

Elizabeth Squier's Gift.

It is also recorded on a tablet in the church, that Mrs. *Elizabeth Squier* (who gave 200l. to the charity school of this town), gave also, by her will, in 1734, 200l. to the poor of this parish, and that the last mentioned sum of 200l. was deposited in the hands of the churchwardens and overseers of the parish, to be put out at interest, for the benefit of the poor.

The manner in which this legacy was disposed of, and the distribution of the interest of it, have been already stated in the account of Hunt's gift.

Rashleigh's Gift.

Our information as to the origin of this and the nine following donations, is derived from the inscriptions on the tablets in the church, in one of which it is stated, that Mr. *Rashleigh*, of London, in 1615, gave to the use of the poor of this parish, for ever, 100l. and deposited the same with the mayor and burgesses of this corporation.

An entry in the corporation minute book, dated in 1744, states, that on the 20th Dec. in that year, there was delivered to the then mayor, to be given to the poor, at Christmas 6l., being the interest of 150l. at four per cent, of which principal sum 100l. was

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the gift of Mr. *Rashleigh*, and the residue was given by persons whose names are not known.

It appeared to us possible, that in the said residue of 50l. a donation of Oliver Sharland might be included, who is stated in the church tablet to have given 20l. to be lent to ten tradesmen, by the mayor and capital burgesses of this corporation for ever, which sum is not otherwise accounted for; but we are informed that the loss of that donation is clearly established by documents in the possession of the corporation.

A statement of the manner in which this sum of 150l and the monies arising from the following donations, have been disposed of, will be given in the account of Jones's gift.

Gibbon's Gift.

Lawrence Gibbon in 1634, gave 10l. the interest to be given by the mayor, to six poor men.

Gifts of Richard and Elizabeth Bawden.

Richard Bawden in 1722, gave 10l. to the poor, and *Elizabeth*, his wife, 5l. which legacies were deposited with the mayor and burgesses, to be lent at interest, and the interest was directed to be given by the mayor yearly, for ever, to poor persons, not receiving monthly relief.

Humphrey Bawden's Gift.

Humphrey Bawden, son of the aforesaid Richard and Elizabeth, in 1727, gave 10l. to the poor of Southmolton, to be lent at interest, and distributed as their legacies were appointed.

Gay's Gift.

John Gay in 1741, gave 5l. to the mayor and burgesses, the interest to be given to the poor yearly.

John Bawden's Gift.

John Bawden in 1742, gave 5l. to such persons as had no relief.

Broad's Gift.

James Broad, by his will, in 1744, gave 20l. the interest to be given to the poor.

Joseph Palmer's Gift.

Joseph Palmer, in 1744, gave 15l. the interest to be given to the poor.

Richard Bawden's Gift.

Richard Bawden, in 1746, gave 40l. to such poor persons as received no monthly relief.

Rev. Richard Bawden's Gift.

The Rev. *Richard Bawden*, in 1784, gave 10l. the interest to be paid to the poor every year.

Jones's Gift.

William Jones, by his will, bearing date 15th March, 1792, gave to the corporation of Southmolton, and their successors, 20l. in trust, to place the same at interest, and distribute such interest among the industrious poor persons of the parish.

The total amount of the sums specified in the account of this and the preceding gifts, is 300l. which sum is invested in six deeds poll of 50l. each of the Southmolton turnpike trust, now in the hands of the corporation of Southmolton, bearing interest at four per cent. The application of this interest, amounting to 12l. per annum, together with 6l. the yearly amount of the dividends of 200l. Old South Sea Annuities, derived from Nathaniel Sprigg's gift, next hereinafter mentioned, has been already stated in the account of Hunt's gift.

Sprigg's Gift.

An entry in the corporation minute book, under the date of 1781, states, that 200l. stock, in the Old South Sea Annuities, placed in the name of Mr. John Bawden, belonged to the mayor and burgesses of Southmolton, and that the sum of 115l. 10s. the price thereof, arose from 100l. the gift of *Nathaniel Sprigg*, to the use of the poor, and 15l. 10s. advanced by the mayor and burgesses, to make up the said stock.

Mr. Sprigg's donation is also mentioned in the church tablet.

This stock now stands in the names of three members of the corporation, and produces the dividends of 6l. per annum, the application of which has been already stated.

Sir John Acland's Gift.

Sir *John Acland*, an account of whose donations for bread to various parishes, will be found in our former Report, gave to the mayor of the borough of Southmolton, an annuity of 2l. 12s. for providing weekly 13 penny loaves of bread of a middle sort, to be distributed every Sabbath-day immediately after morning prayer, to 13 such of the poorest sort of people of the said borough, as the mayor and four most antient masters of the said borough should appoint.

The annual sum of 2l. 12s. is received from the chamber of Exeter, by the town clerk of Southmolton.

The weekly distribution made in respect thereof, and of the seven following donations, will be stated in the account of Gould's gift.

Brett's Gift.

By indenture of feoffment, bearing date 8th November, 1597, *Robert Brett* granted to William May, and others, and their heirs, all his parts, purparties and portions

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of three shambles, situate in the borough of Southmolton, on trust, to apply the rents and profits thereof from time to time, for the use of the poor inhabitants within the borough, in such manner as should be appointed by the mayor of Southmolton for the time being. A new trust deed appears to have been made of these premises in 1639.

These shambles are supposed to have been buildings erected in the market-place, which have been for many years removed. All the rights of standing in the market, with the exception of one, which is the property of an individual, belong to the corporation, and are let by them at annual rents.

We have met with no further information relating to this charity, except the entries which will be stated in our account of Webber's gift, from whence it appears that a sum amounting to about 1l. 7s. 6d. per annum, has been for a long series of years paid by the corporation in respect of Brett's gift.

WEBBER'S GIFT.

Joan Webber, by her will, bearing date 6th May, 1623, and proved in the Archdeaconry Court of Barnstaple, gave to the poor people of Southmolton, 30l. to be by her executor, William Punchard, bestowed in some ground or house, and the rent of the same ground or house to be yearly distributed amongst such of them for ever, as by her executor should be thought to be in most need.

We have not been able to ascertain when this legacy was invested, in pursuance of the directions of the testatrix; but we find, that by a lease, bearing date 20th July, 1738, Anthony Sprigg, mayor, and the burgesses of Southmolton, in consideration of 20l. (to be applied for the sole benefit of the poor of Southmolton) granted to Richard Howard, a dwelling-house, courtlage and garden, situate in Southmolton, ("which said premises, with the annual profits, rent, income and produce thereof, were given by one Joan Webber, long deceased, to the poor of Southmolton, for ever,") to hold to the lessee for 99 years, determinable on three lives, at the yearly rent of 4s.

In a minute book of the corporation, is an entry, dated December 18th, 1738, setting forth, that 1l. 2s. as one year's interest of 20l. Joan Webber's gift, out of a house and garden near the Free School, then in the possession of Richard Hayward, including 4s. per annum high rent, issuing out of the same, had been paid by the corporation.

The same entry contains a statement of the payment of 1l. 7s. 6d. being one year's profit of the moiety of the shambles given by Sir Robert Brett, knight, as above mentioned.

In the minutes of the year 1743, is an entry of a payment to the receiver of the corporation, of 2l. 9s. 6d. to be distributed in bread, in respect of these two gifts. The accounts of subsequent years state the payment of 2l. 8s. per annum for the same purpose, and the latter sum has been, up to the present time, applied out of the corporation funds, in the weekly distribution of bread, hereinafter mentioned.

It appears, however, that on the 26th of March, 1779, a reversionary lease of the premises, derived from Joan Webber's gift, was granted for 99 years, determinable on two lives, in consideration of the rent of 4s. per annum, and a fine of 12l. 12s.; and that on the 16th of November, 1809, another lease was granted to George Hitchcock, of the same premises, for 99 years, determinable on three lives, in consideration of the surrender of the preceding lease, and of a fine of 24l. at the annual rent of 5s. The premises are said to be worth a clear rent of 3l. per annum.

It appears to us, that the corporation ought, upon the receipt of the two last mentioned fines, to have made a proportionate increase in the distribution made in respect of Webber's gift. Since, however, the annual sum of 6l. 6s. which they pay out of their corporate funds, is, independently of any occasional distributions, more than sufficient to cover this, and the trifling defalcation we have already noticed under Whittle's gift, we would only suggest that in future, the interest of the two last mentioned fines, amounting together to 36l. 12s. and the conventionary rent of the said premises, should be added to the annual sum hitherto distributed to the poor in bread, as Webber's gift.

THOMAS BADCOCK'S GIFT.

It is stated in an inscription on a tablet in the church, that *Thomas Badcock*, in 1634, gave 20s. per annum to the poor of this parish, to be paid out of a house where Mr. Robert Webber lately dwelt.

This house is now the property of Dorothy Mills, who pays the annuity of 20s. to the corporation, by whom it is applied towards the weekly distribution of bread.

AGNES BADCOCK'S GIFT.

Agnes Badcock, by will, bearing date 14th August, 1641, gave to the mayor and capital burgesses of Southmolton, and their successors, a yearly rent of 52s. issuing out of a close of land and barn lying within the borough of Southmolton, for the use of the poor of the said town, to be bestowed by the sum of 12d. weekly, on Sunday, in bread by the constables of the said town, in such manner as the mayor and capital burgesses, and their successors, should appoint.

The field out of which this rent charge

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issues, containing 2A. & 31P. with a barn therein, is now the property of the corporation, and the annual sum of 2l. 12s. is accounted for by them in the distribution of bread, hereinafter mentioned.

Courtenay's Gift.

An entry in the corporation minute book, dated 21st December, 1804, states, that Mrs. *Courtenay*, relict of John Courtenay, esq., of Molland, charged upon her lands and houses, in the town of Southmolton, the payment of 20s. a year to the poor for ever; that this donation used to be given by the steward of the Courtenay family to some gentleman of the town, to be distributed among deserving objects, and that in 1804, eight years were left unpaid, amounting to 8l. which sum was paid to the corporation, who agreed to add it to the stock in their hands, belonging to the poor of Southmolton, and to add 8s. per annum interest to the money given by them to the poor at Christmas and Candlemas.

Another entry in 1809, states, that the 8s. per annum, above mentioned, was given in bread, the first Sunday in every month, in addition to Mr. Palmer's donation. This annual sum is now applied in the same manner.

The date of Mrs. Courtenay's gift does not appear.

There are three houses in Southmolton, formerly belonging to the Courtenay family, and now the property of Mr. James Pearse, Mr. Richard Smith, and the Rev. ——— Kerslake, respectively, upon which this payment is charged, but by agreement made upon the sale of these houses, some years since, the annuity is now paid out of the manor of Molland Bottreaux, the property of Charles Courtenay, esquire.

Joseph Palmer's Gift.

Joseph Palmer, by his will, in 1795, gave to the corporation of Southmolton, one deed poll of 50l. the interest to be laid out in bread, and given to eight poor families as follows:—a 4d. loaf to each family, the first Sundays of the months of April, May, June, July, August and September, and a 6d. loaf the first Sundays of October, November, December, January, February, and March, in every year, and he directed that a list should be made out of those families that were to receive the same.

The corporation are now in possession of the deed poll of the Southmolton turnpike trust, given by this donor, bearing interest at four per cent.

Gould's Gift.

William Gould, by his will, in 1801, gave to the mayor and burgesses, 10l. and directed the interest thereof to be distributed in bread every Sunday, for ever.

This legacy was received by the corporation, and 8s. as the interest thereof, is paid by the corporation towards the weekly distribution of bread.

The amount of the annual income arising from this and the seven preceding gifts, is as follows:—

	£.	s.	d.
Sir John Acland	2	12	0
Webber and Brett	2	8	0
Thomas Badcock	1	0	0
Agnes Badcock	2	12	0
Mrs. Courtenay	1	0	0
Do. interest of arrears	0	8	0
Joseph Palmer	2	0	0
William Gould	0	8	0
	£12	8	0

in respect of which the following distributions of bread are made:—

	£.	s.	d.
Forty penny loaves are given away in the church every Sunday after morning service, by one of the corporation, in monthly rotation	8	13	4
Sixteen fourpenny loaves are bestowed on the first Sunday in every month, during the summer half year, at the house of one of the corporation, to 16 of the oldest poor people in the parish, appointed by the corporation	1	12	0
And 16 sixpenny loaves are given in the same manner on the first Sunday in every month, during the winter half year	2	8	0
	£12	13	4

being 5s. 4d. more than the amount of the income of the above mentioned gifts.

In addition to the 40 penny loaves given on Sundays, 60 more are given by the clergyman from the money received at the sacrament. A list is kept of all poor persons of the parish, who, upon their application, are considered proper objects of charity by the monthly distributor, and it is required that the persons receiving the weekly bread should attend the church, unless prevented by sickness.

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The list, at the time of our inquiry, contained 78 names.

NOTT'S GIFT.

It appears from an entry in the book of the churchwardens of this parish, dated 15th November, 1738, that it was then agreed at a vestry by the payers present, that whereas *Thomas Nott* had by his will bequeathed 25l. to be lent at interest, which was to be yearly distributed to the poor of the town and parish of Southmolton; and that as the churchwarden for the time being, to whom the said money was paid by Mr. Nott's executrix, had not had an opportunity of placing it in a safe hand, the then churchwardens should take the said 25l and apply it towards the reparations of the church, and other necessary things belonging to their office, and should pay at the rate of 4l. per cent. for the interest thereof, which should be distributed every year against Christmas by the churchwardens, to such poor persons as should not receive any relief, pursuant to the will of the donor.

The sum of 1l. as the interest of this gift, is, together with 15s. as the interest of Nicholas Palmer's gift, and 10s. the interest of Joshua Hole's gift, hereinafter mentioned, laid out in bread by the churchwardens, out of the funds in their hands arising from the church rates, and the bread is distributed by them shortly after Christmas, amongst poor persons of the parish considered the greatest objects of charity.

NICHOLAS PALMER'S GIFT.

It is stated on a tablet in the church, that *Nicholas Palmer* gave 15l. to the churchwardens, the interest of which was to be laid out in bread yearly, for the use of the poor.

This sum appears to have been received by the churchwardens, and carried to their general account, in the year 1786.

The distribution of the interest of this gift, has been already stated in the account of Nott's gift.

JOSHUA HOLE'S GIFT.

It appears from the churchwarden's account for 1802, that a sum of 10l. was then received and carried to the general churchwarden's account, being a legacy given by Joshua Hole, deceased.

The distribution of the interest of this gift has been already stated in the account of Nott's gift.

HARDING'S GIFT.

John Harding, by his will, bearing date 19th March, 1745, gave to the poor of the parish of Southmolton, 50s. a year for ever, to be distributed in bread. He also gave to the poor of the parish of Northmolton for ever, 20s. a year, to be distributed in the same way.

It appears, that administration, with the will annexed, of the goods and chattels of the said John Harding, was granted on 28th November, 1746, to Ann Handford, sister of the deceased, and residuary legatee named in the will, no executor having been thereby appointed.

The said Ann Handford, who died in 1781, by her will, bearing date 22d March, 1774, and proved in the court of the archdeaconof Barnstaple, reciting the above mentioned legacies of her brother, the said John Harding, to the respective parishes of Southmolton and Northmolton, and that she was desirous that they should be fully and strictly performed, charged all her messuages or dwelling houses, with the garden and backside, or close of land thereto adjoining and belonging, situate within the borough of Southmolton, with the payment of the said two legacies of 50s. and 20s. for ever, and therefore empowered and required William Meddon, and Mary his wife, to convey and assure the same, in such manner as counsel should advise, by deed enrolled or otherwise, so as that the said legacies might be effectually charged thereon for the purposes aforesaid for ever, and that the said poor might not be deprived of the said respective legacies by virtue of the statute of Mortmain or otherwise; and she gave to the said William Meddon, and Mary his wife, and the survivor, and the assigns of such survivor, the said premises so charged; and she appointed the said William Meddon sole executor of her will.

The said William Meddon proved the will of the testatrix, and died, leaving part of her goods and chattels unadministered, and administration of such goods was, on 31st December, 1791, granted out of the court of the archdeacon of Barnstaple to Ann Meddon, described as being the widow and administratrix of the said William Meddon, her late husband, such effects being stated to be under 600l.

The direction given by the will of Ann Handford to William and Mary Meddon, to convey the premises therein mentioned, so that the said legacies might be effectually charged thereupon, was void by the statute of Mortmain, and it does not appear that Mr. and Mrs. Meddon took any steps for the fulfilment of the intentions of the testatrix. Upon the death, in 1790, of William Meddon, who survived his first wife, Mary, and married a second wife, Ann, these premises came to William Binford, who sold them to Mr Marsh in 1794, but the former paid the annuities to the respective parishes until Christmas 1814. He died in 1819 intestate, and administration of his effects was taken out by his son, William Binford, and

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the second wife of William Meddon, to whom the administration, *de bonis non*, of the effects of Mrs. Handford was granted, afterwards married a person named Foote, and died in 1809. We are informed that she left very little property, and that she made a will of which she appointed her son executor, but that it was never proved. We are further informed, that her son has since died, leaving his affairs in an embarrassed state. As the mode directed by Mrs. Handford for securing the above mentioned annuities proved ineffectual, it appears to us, that they ought to have been made good out of her personal estate, in the hands of her representative; but as under the circumstances above stated, there is little reason to doubt that her assets have been long since exhausted, we are apprehensive that any efforts to recover the money due to the charities would be fruitless.

Joshua Bawden's Gift.

Joshua Bawden, by will, bearing date 25th January, 1748, gave to the mayor and burgesses of Southmolton, and their successors, the houses and gardens lying in South-street, in Southmolton, in which he had lately dwelt, and also the houses adjoining, which were then inhabited by Thomas Lake and John Mare, for 1000 years, to commence from the death of his wife Sarah, on trust, that the said mayor and burgesses should permit him that should be minister of the church of Southmolton, during the term, to reside in any part of the said premises, and to take to himself the rents and profits of such part as he should not reside in, as long as he should continue in and be capable of serving the cure of the church of Southmolton, and no longer, he paying yearly to the said mayor and burgesses, and their successors, the sum of 20s. and keeping the premises in repair; and the said testator directed, that the said annuity of 20s. should be given by the said mayor and burgesses yearly, during the said term, to the poor of Southmolton, about the Feast of the Purification, being the time that his deceased parents desired their charity might be distributed, declaring, that by the poor, he meant such as were not relieved by the public officers.

Mr. John Bawden is at present in possession of these premises, being the heir at law of the testator. The gift is void under the Mortmain Act. He has, however, voluntarily distributed 20s. per annum in the winter time, amongst poor persons of the parish of Southmolton.

Jones's Gift.

Mary Jones, who died on the 18th September, 1822, by her will, bearing date 21st October, 1818, gave to the mayor and burgesses of Southmolton 30l. to be by them kept at interest for ever, and the interest to be distributed annually, as they should think proper, in bread, amongst the poor of the parish of South Molton.

The testatrix directed, that her legacies should be paid at the end of a year after her decease. The sum due to the charity, which would be subject to deduction for legacy duty, had not been received at the time of our inquiry, in September 1823.

PARISH OF WARKLEIGH.

School Money.

It appears from the Returns made to Parliament in 1786, that Nicholas Huxtable, about 20 years before that time, gave 5l. to the poor of this parish, and that some persons unknown had given 18l. more, which sums were then in the parish chest, no produce being derived from them.

We are informed, that the money in the chest was subsequently increased by the late Denys Rolle, esq. to 40l. on condition of its being applied to the support of a school, and placed under the superintendence of the rector for the time being, which was assented to by the parishioners. We are further informed, that this sum of 40l. was afterwards reduced by payments for books and clothing for the children of the school, in the time of the late rector, the Rev. Peter Beavis, to 37l. 11s. 1d. That sum is now in the hands of the Rev. Richard Bawden, the present rector, who pays 2l. as the interest thereof, to a schoolmistress in the parish, for teaching eight poor children to read.

PARISH OF WEST ANSTEY.

Poor's Money.

It is stated in the Returns made to Parliament in 1786, that eight persons therein mentioned had given, by their respective wills, at various times between the years 1679 and 1752 small sums, amounting in the whole to 30l. to the poor of West Anstey, which sums were then vested in the parishioners, and produced an interest of 5 per cent. This statement was probably taken from a tablet in the church, which corresponds with it.

In respect of the interest of this sum of 30l. thirty shillings have been annually paid out of the poor's rates, and distributed at the parish meeting at Lady-day, together with the annuity of 2l. hereinafter mentioned in the account of Handford's gift, among the poor labouring men of the parish who do not receive regular parochial relief, in sums usually varying from 15s. to 2s. according to their necessities, and the number of their families. The last distribution took place at Lady-day 1823. A list is kept in

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the overseer's account book of the names of the persons who receive this charity, and of the sum given to each.

HANDFORD'S GIFT.

James Handford, by will, bearing date 6th May, 1760, gave to the vicar, churchwardens and overseers of the poor of the parish of West Anstey, for the time being, and to their successors, an annuity of 5l. to be issuing out of his messuages and lands called South Hill, situate in West Anstey, upon trust, that such vicar, churchwardens and overseers for the time being, should yearly, for ever, distribute 20s. part thereof on Christmas-day, and 20s. more thereof on Easter-day, in equal proportions, unto and amongst such day labouring men and poor widow women of the parish of West Anstey aforesaid, as should not be relieved by the poor rates of the said parish, and to none other; and also that they should yearly, for ever, pay 3l. residue of the said 5l. per annum, to some person fit and qualified, who should be nominated by the majority of them at public meetings for that purpose, to teach the poor children of the said parish in reading, provided that such children only, whose father or mother should not rent or enjoy 10l. a year or more, should be entitled to the benefit of the said school; but he directed that all such children who should, under his will, be entitled to the school charity aforesaid, should pay to the person appointed to teach such children, 1s. as entrance money, and no more.

John Hill, esq. the present proprietor of South Hill estate, pays 2l. a year to the overseer of the poor for the time being (which sum is disposed of in the manner already stated, and not on the days specified by the donor), and 3l. a year to a schoolmaster of the parish, for teaching the children of such of the poor persons of the parish as are desirous of having them instructed to read and write. This gift was void under the Mortmain Act.

HUNDRED OF ROBOROUGH.

PARISH OF WHITCHURCH.

PENGELLY'S GIFTS.

Francis Pengelly, Esq. by his will, bearing date 30th October, 1719, and proved in 1723, gave to Christopher Furneaux, Henry Pengelly, and John Dunning, jun., Edmund Drake, John Drake, and Walter Wilcocks, the clear yearly sum of 6l. for the term of 900 years from the testator's death, to be paid out of his great tithes of Whitchurch, and out of his tenement called Treane, by even quarterly payments, in trust, to be laid out for causing to be taught poor children of the said parish to read, write and cast accounts, and for teaching and instructing such children in the church of England catechism, and in the principles of the christian religion.

He also gave 100l. to the said trustees, in trust, to be laid out in lands, or at interest, and the produce thereof to be settled, so that the same should yearly, for ever, be expended in buying wool, to be yearly, on the 1st of November, if not a Sunday, and, if it should be, on the day after, distributed and given to such industrious but poorer sort of the said parish of Whitchurch as should not receive alms, or any allowance as poor from the said parish.

The Rev. Henry Pengelly, the late vicar of Whitchurch, came into possession of the great tithes of Whitchurch and the tenement called Treane, (in both of which he had a life-interest), in 1793, from which time the annuity of 6l. has not been paid for the purposes mentioned in the will of Francis Pengelly.

Mr. Henry Pengelly, in his answer to the information in the court of Chancery, hereinafter mentioned, states his belief, that the annuity of 6l. was paid from time to time after the death of the testator, but up to what period the payment was continued, he was not enabled to state.

With respect to the donation of 100l. of which the produce was to be laid out in the purchase of wool, we have not been able to ascertain how it was disposed of by the trustees appointed by the will of the testator. The Rev. Peter Sleeman, who was at the time of our investigation curate of this parish, and owner of the great tithes thereof, subject to Mr. Pengelly's life-interest, stated to us, that in 1818, he applied to Mr. Pengelly for information respecting these charities, in order to make a Return of them in pursuance of the directions of a Committee of the House of Commons; and that in answer, Mr. Pengelly declared himself unable to comply with the request, whereupon, after searching the parish chest for documents without success, Mr. Sleeman procured a copy of the donor's will, which he communicated to Mr. Pengelly. It was afterwards proposed by the latter, that he should in future pay the annuity of 6l. and should also pay the sum of 100l. for the charitable purposes mentioned in the testator's will, provided he should not be charged with any arrears of interest; this proposition was communicated to a meeting of the parishioners of Whit-

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church, but objections were made to it, on the ground, that the meeting had no authority to accept such terms, and the negociation for an amicable arrangement having failed, an information was filed in 1819, in the court of Chancery, by the attorney general, at the relation of the Rev. P. Sleeman, William Witheridge, one of the church-wardens of the parish, and John Scobell, and several others, poor inhabitants of the parish not receiving alms; to which Mr. Pengelly put in his answer in January 1820, by which he again offered to pay the annuity of 6l. and the sum of 100l. without arrears.

Our investigation of this charity took place in September 1820. Finding the suit in this stage of its proceedings, and conceiving that much unnecessary expense might be saved by a reference of the differences between the parties to arbitration, we ventured to recommend that course of proceeding. The suggestion met with the concurrence of both parties, and we accordingly withheld our account of the charities of this parish, under the expectation that we should be enabled to state the result of the reference. Unfortunately, however, some obstacles arose in adjusting the terms of the reference, and the death of Mr. Pengelly occurred before they were removed, in consequence of which the suit has abated. Unless, therefore, an amicable arrangement can be effected, of which, we entertain but slight hopes, it will be proper that the suit should be revived, for the establishment of the charity; and it appears to us desirable, that this step should be taken without delay.

After the information was filed, a school for eight or ten children was established by Mr. Pengelly, and a schoolmistress appointed to instruct them; but on its being suggested, after the lapse of about three quarters of a year, by his professional advisers, that that step might have an unfavourable influence on the pending suit, notice was given to the schoolmistress at the instance of Mr. Pengelly, that she was no longer to consider him liable to pay for the tuition of the children; at the same time an offer was made, to pay her the sum due for her services for that period, which she declined to accept, and demanded to be paid for an entire year; this claim, however, was resisted, and at the time of our inquiry, she had received no remuneration.

Peter Sleeman's Gift.

Peter Sleeman, in 1778, gave 10l. to the churchwardens and overseers of this parish, the interest of which was to be paid by them yearly, at Lady-day, to four poor widows of the parish.

It appears from an entry in the books of the parish, that this money was applied to parochial purposes. The annual sum of 10s. as the interest thereof, is paid out of the parochial funds, and is divided annually, at Lady-day, in equal portions, among four poor widows, who are nominated by the churchwardens.

HUNDRED OF SHEBBEAR.

PARISH OF BEAFORD.

Clerk's Land.

By Indenture, bearing date 26th May, 1716, between Isaac Dyer, and two others, of the one part; and Bartholomew Bragg, and eight others, of the other part; the said parties of the first part, in performance of the true intent of a decretal order of the court of Chancery, made upon hearing of a case on 27th February, 1st James II. then there depending, between Philip Pincombe, plaintiff, and Thomas Stafford, and others, defendants, granted and enfeoffed to the said parties of the second part, and their heirs, a messuage, and six acres of land, called Cookesworthy, situate in the parish of Beaford, upon trust, that they should permit and suffer such person as should, for the time being, be clerk of the parish of Beaford, to have and enjoy all the rents and profits of the said premises for the time he should continue clerk of the said parish, with power for the appointment of new trustees, when those then appointed should be reduced to two.

It is stated in Risdon's Survey of Devon, that the Lady Havisia de Redvers, daughter of Baldwin Earl of Devon, gave lands for the maintenance of a clerk, for ever, in this parish, which were probably the same as are conveyed by the above-mentioned deed.

The tenement called Cookesworthy, now consists of a house and about six acres of land, in the occupation of John Marshall, the parish clerk of Beaworthy, and worth about 6l. per annum.

PARISH OF BUCKLAND FILLEIGH.

Poor's Stock Money.

It is stated in the Returns made to Parliament in 1786, that 10l. given by some unknown person to poor labourers, was then vested in the parishioners, producing 10s. interest.

The annual sum of 10s. is now paid out of the poor's rates, and is distributed, together with the interest of Mr. Walter's gift, hereinafter-mentioned, at the meeting held about Lady-day for settling the parish accounts, amongst poor labourers of the parish

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not receiving regular relief, in sums of about 1s. 6d. or 2s. to each.

The interest of the Stock Money appears to have been thus distributed since 1781, when the earliest overseers book produced to us, commences.

WALTER'S GIFT.

The Rev. *William Walter*, rector of this parish, by his will, bearing date 17th July, 1691, gave to John Inglett Fortescue, esq. and to the rector, his successor, and to every successor for the time being, to the rectory of Buckland Filleigh, and to the churchwardens and overseers of the poor of the said parish for the time being, jointly, 10l. upon trust, that they, having applied that sum as should be agreed upon by a majority of them, should yearly produce the same, at a vestry held on Easter Monday, and distribute 10s. the interest thereof, to poor labourers of the said parish, the said 10l. to be recorded as Stock Money for the poor of the said parish, on one of the pages of the parish register of burials.

This sum was placed in the hands of Mr. James Silke, who gave a promissory note for it, bearing interest at five per cent. The interest, amounting to 10s. per annum, is paid by Mr. Silke to the overseers of the poor, and distributed at the same time, and in the same manner, as the interest of the Poor's Stock Money above mentioned.

It appears to us, that it will be prudent to place this sum of 10l. arising from Mr. Walker's gift, in a savings bank.

PARISH OF IDDESLEIGH.

POTTER'S GIFT.

It appears, from the Returns made to Parliament in 1786, that ——— *Potter* gave about 200 years before that time 50l. producing an annual interest of 2l. to poor labouring men of this parish, and vested in Bartholomew Parker. This sum is now in the hands of Mr. Bartholomew Parker, a gentleman of this parish, at the same rate of interest, which is paid about Christmas annually, to the churchwardens, and is distributed shortly afterwards by them, at a parish meeting, among such of the poor of the parish as do not receive relief, in sums varying from 2s. 6d. to 6d. according to their wants, and the numbers of their respective families.

We have thought it our duty to recommend that the principal sum, instead of being allowed to remain on private security, should be invested in a savings bank, in the names of the minister of the parish, and the churchwardens for the time being.

CURTICE'S GIFT.

It is recorded upon the tombstone of *John Curtice*, of this parish, who died in 1776, that he gave twelve penny loaves, to be distributed, weekly, among as many poor men of the parish, not having weekly pay; but it appears, from the returns of 1786, that this donation was charged, by the will of the donor, upon land, and it was therefore void, under the Mortmain Act. Bread is said to have been distributed, in respect of it, for one year only after the donor's death.

PARISH HOUSES, &c.

By deed of feoffment, bearing date 12th February 1777, after reciting, that William Mallett the elder, of Iddesleigh, gentleman, deceased, by deed, indented, bearing date 29th April 1684, as well in consideration of the trust reposed in him, with divers others, for the benefit of all the parishioners of the parish of Iddesleigh, as also in performance of his covenant and promise, mentioned in a deed, bearing date 30th May, 9 Charles I, made to him, and divers others, for the re-enfeoffing of certain houses and lands, belonging to the parish of Iddesleigh, granted and enfeoffed to Hugh Stafford, of Pynes, esq. Hugh Mallett, and ten others, and their heirs, the houses, called the Antient Mansion Houses of Iddesleigh, with the courtlage and walls of the same, adjoining to the said mansion-houses, containing in length ten land yards, and in breadth nine land yards, or thereabouts, within the said walls; and also granted to the said Hugh Stafford, and others, their heirs and assigns, ten loads of wood for fuel, yearly, to be delivered unto them, their heirs and assigns, between the feasts of Easter and Pentecost, by the officers of the lord or lords of the manor of Iddesleigh aforesaid, within or from the wood, then called the West Wood, to be burnt, used and spent within the aforesaid mansion-houses, with liberty, to go and come to and from the said wood with all manner of carriages; and also with free liberty and licence to bring and set ladders in and about the aforesaid mansion-houses and walls, for the reparations of the same when occasion should require, with power to the churchwardens of Iddesleigh, and four of the most sufficient parishioners, to appoint new trustees when all should be dead, except three or two: and reciting other trust deeds of the said premises, fuel wood, licences, &c. dated respectively in 1713, 1733 and 1746, under the last of which *John Arnold* was the sole survivor, the said John Arnold, in pursuance of the trust reposed in him, and by the appointment of the churchwardens, and four of the most sufficient inhabitants, granted and enfeoffed to William Tasker, rector of Iddesleigh, and ten others and their heirs, the said mansion houses, walls, courtlage, fuel wood, liberties, licences, privileges and advantages,

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upon such trusts as the said premises had, ever since they were first given by the donor thereof, been held and enjoyed, for the benefit and advantage of the parishioners of Iddesleigh aforesaid, with a similar proviso for appointing new trustees, as in the former deeds; and also, that it should be lawful for the lord of the manor to hold his courts yearly within the hall-house, parcel of the said mansion-houses of Iddesleigh, whenever it should please him to do so.

The latest trust deed of these premises bears date in 1818.

An agreement is found amongst the parish documents, dated 1st February, 1747, and signed by the then rector and churchwardens, and seven other inhabitants of Iddesleigh, whereby it was agreed, that the rents and profits of the above mentioned antient mansion-houses, courtilage, and ten yearly loads of wood, should be for ever applied for and towards the payment of an annual salary of 8l. to a schoolmaster, for the education of 20 poor children of the said parish, and that the overplus (if any), and the whole, when there should be no schoolmaster, should be applied to such charitable uses as the most substantial inhabitants of Iddesleigh, with the feoffees of the said premises, should think proper; and for the better raising the said salary of 8l. it was agreed, that all future leases of the premises should be granted after the manner of half fine, half rent, (viz. that a house, of the yearly value of 20s. should be granted for 10s. a year, conventionary rent, and the other 10s. to be granted for a fine, as usual;) and it was agreed, that the then surviving feoffees of the premises should grant them to seven persons therein named, together with the then feoffees, in trust, for the purposes aforesaid, and that the schoolmaster, and poor children, should be elected by the feoffees, and the minister and churchwardens of the said parish, for the time being.

We are not enabled to state, whether this

No	PARISH.	LESSEE.	TENEMENTS.
1	Little Torrington	John Balkwell	House and Garden
2		Joseph Welch	Do
3		John Bayle	Do
4		Thomas Jones	Do
5		William Gribble	Linhay
6		Elizabeth Handford	House and garden
7		George Laxton	House
8		Mary Saunders	House
9		John Acland	House and garden
10		Francis Snell	House
11		William Milford	House
12		John Dennis	House and small orchard
13		William Laxton	House and orchard
14		John Gloyne	Orchard, containing about a quarter of an acre
15		John Andrew	House
16		James Browne	A field, called the Heynes, containing about six acres.
17		William Wilson	A field, called the Magdalen Park, containing about two acres
18		John Shepherd	A field, called the Chapel Field, containing about two acres.

In addition to the premises contained in the rental, it is reputed in the parish, that two houses, and a blacksmith's shop, occupied by William Gribble and John Gloyne, as tenants of Thomas Stevens, esquire, at rack rents amounting to 3l. per annum, subject to disbursements for repairs, form a part of the property of the charity, and that that gentleman has only a leasehold interest in them, determinable on one life, derived from his aunt, Mrs. Cleveland; but we have not been able to ascertain this point.

These tenements are bounded by property of Sir Thomas D. Acland, bart. on the one side, and by the highway leading to Langtree on the other; they do not adjoin any part of the premises of the charity, but are divided by the above mentioned highway from the chapel, and the greater part of the houses. We find no entry of the receipt of rent in respect of them, in the present account book of the charity, which extends as far back only as 1806; and we are assured, that the accounts of the late Henry Stevens, esquire, who had the management

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agreement was ever acted upon, but we understand that there is no other trace in the parish of a school having been supported out of the rents of these premises. The antient mansion-houses now consist of a house, which is used as the parish poor-house, and nine other dwellings, let on leases determinable on lives, at rents amounting to 1l. 3s. per annum, and occupied by labourers. The houses are old, and in bad repair. The rents and fines are carried to the general account of the parish officers, and the houses are repaired by them.

The right of receiving ten loads of wood for fuel, by the delivery of the officers of the lord of the manor, assigned from time to time by the trust deeds, has not been enjoyed for a great number of years. No wood, known by the name of West Wood, is now in existence, nor is the site thereof accurately ascertained. We therefore see no probability of any such right being now established, for the benefit of the inhabitants of the mansion-houses.

PARISH OF LITTLE TORRINGTON.

Magdalen Lands.

We have already stated in our account of the charities of Great Torrington, in the present Report, the documents under which the poor of the parish of Little Torrington became entitled to a moiety of the rents and profits of the lands called the Magdalen Lands, in default of leprous people in the hospital of Saint Mary Magdalen, at Taddiport, in this parish, for the support of whom it appears that the lands were originally given; and we have also stated, that a partition of the lands themselves took place between the two parishes about a century ago. The portion of them appropriated to Little Torrington, is comprised in the following Rental:—

TERM.	RENT.	Estimated Yearly Value.	OBSERVATIONS.
yearly tenant	1 0 0	fair rent.	
do.	1 0 0	1 10 0	
do.	1 0 0	1 10 0	
do.	1 0 0	1 10 0	
do.	0 5 0	fair rent.	
do.	0 15 0	fair rent.	
do.	0 10 0	fair rent.	
do.	0 10 0	fair rent.	
do.	1 0 0	1 10 0	Built about 20 years ago.
do.	1 0 0	1 5 0	
do.	1 0 0	1 5 0	
do.	1 0 0	1 10 0	
do.	1 0 0	1 10 0	
do.	2 10 0	fair rent.	
do.	1 0 0	fair rent.	Built in the last year on a waste spot, where an old house formerly stood. Another house is begun adjoining to this house.
do.	14 0 0	fair rent.	
do.	6 4 6	fair rent.	
do.	6 0 0	fair rent.	
	40 14 6		

of the charity for many years, until his death in 1802, furnish no evidence of the receipt of rent for them, and that no document connected with these tenements has been found, after a diligent search amongst his papers.

The houses in the rental have been let at their present rents for several years; many of the tenants are poor, and it has not been thought advisable to press them for an increase of rent, though the houses are let for less than their fair value.

The fields, No. 16 and 17, were many years ago let for a term of years, determinable on lives at a rent of 8l. 13s. 6d. per annum. The lease was, in 1813, determinable on one life only; and it was deemed advantageous to purchase the interest of that life, which then belonged to Mr. Francis Kingdon. It was accordingly valued by a person of competent knowledge, at the sum of 145l. 13s., being somewhat less than four years purchase on the value, and that sum was paid to Mr. Kingdon; but the trustees were compelled to borrow for the purpose 104l. which has been since gradually paid, with interest, out of the annual income of

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the charity. An auction was then held for letting the two fields, when the former was let to the present tenant for 26l. and the latter to William Gorden, at 12l. 12s. per annum. A reduction of the rents took place in the following year, and they have since been gradually diminished to their present amount.

The rent of No. 18 has been for many years received by the rector of Little Torrington, for the time being, as a compensation for performing divine service in the chapel on 12 Sundays in the year. The particular appropriation of the rents of this field, does not appear to have formed any part of the arrangements in the articles of agreement made with Tristam Arscott in 1665, as mentioned in the account of the Great Torrington Magdalen lands; but it was thereby provided, that a fit person should be nominated to read divine service in the chapel, every Sunday, with such annual salary as had formerly been paid to such reader.

For some time previous to 1817, the property had been under the management of one of the churchwardens only, but in that year a receiver was appointed, with the consent of the rector, parish officers, and principal inhabitants of the parish; and the rents have since been more regularly collected than before. Several of the tenants were however in arrear at Lady-day, 1823, and we were informed that William Luxton, the tenant of No. 13, had refused to pay his rent for the last four years; but that the parish officers had been unwilling to distrain upon him, in consequence of his wife being in a bad state of health. It is however their duty to take steps, either for the recovery of the rent, or the removal of the tenant. We were also informed, that in some instances, where an industrious person has been found unable to pay his rent, the rent has been remitted, at the parish meeting, to the amount of one year's payment, and even more; but that persons thus situated have not been allowed to partake of the distributions of the charity. It appears to us however, much more desirable that the payment of the rents should be enforced, and the distribution of them extended to the poor tenants of the property of the charity, if considered proper objects.

The repairs of the chapel, which is situate at Taddiport, in this parish, are defrayed jointly out of the rent of the portions of the Magdalen lands, belonging respectively to Great and Little Torrington. The sum of about 20l. was laid out on this fabric in 1818, since which time no repairs have been done to it, except of the glass of the windows, and it is stated to be now in good repairs. The houses also which are repaired out of the rents belonging to Little Torrington, are said to be in fair condition.

The income of the charity appears to have been of small amount, and little more than sufficient to bear the expense of repairs, until the granting of the above mentioned leases in 1813.

A sum of 50l. was borrowed about 20 years since, for building the cottages Nos. 9, 10, and 11, which loan was afterwards repaid by instalments. From 1813, all the surplus of the income not required for repairs, was applied to the repayment of the sum of 104l. which we have before stated to have been borrowed at that time. The whole debt having been discharged, a distribution of canvas for shirts and shifts, to the amount of 11l. 8s. 3d. was made in the summer of 1822, by the rector, churchwardens, and receiver, amongst poor persons of the parish. The sum thus disposed of included 2l. 12s. 6d. received from the trustees of the Barnstaple turnpike road, for a small portion of an orchard, part of the Magdalen lands, taken by them for the improvement of the road. Another distribution of canvas, to the amount of 18l. 5s. 10d. was made by the same persons in May, 1823. In both instances, with few exceptions, those poor persons only, who received no regular relief, were allowed to partake of the charity.

The accounts were audited at the parish meeting at Lady-day, 1819, for several preceding years; and they have since been annually passed at the same time. At Lady-day, 1823, a balance was found to be due from the receiver to the charity, of 25l. 6s. 9d. After that time, however, the above mentioned distribution of 18l. 5s. 10d. took place, and the cost of building the cottage, No. 15, remained at the time of our investigation (September, 1823) to be provided for. No expenses are incurred in the usual management of the charity, and the receiver, Mr. William Wilson, receives no compensation for his trouble.

John Hart's Gift.

It is stated in the Returns made to Parliament in 1786, that *John Hart* gave by will, the date of which was unknown, 120l. with which a rent charge of 7l. per annum, then vested in Thomas Hartcup, had been purchased, of which annuity, 6s. 8d. was to be applied for an annual sermon, and the residue was to be given to the poor of this parish.

We have not been able to discover any deeds relating to this charity, but are informed that the rent charge is payable out of premises situate in the Grey Friars, within the city of Canterbury, which were the property of General Hartcup, until his death about two years ago, and now belong to trustees appointed by his will.

The rent charge has, since the death of General Hartcup, been paid by Richard Mount, esq. solicitor, Canterbury.

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The Rev Mr. Glubb has been incumbent of Little Torrington since 1804, and has, from that time, been in the receipt of the annuity. He has not preached the sermon, and therefore has annually distributed the whole sum received in respect of the gift, about Christmas, amongst all the poor of the parish, in sums varying from 3s. to 1s. according to the numbers of their families.

PARISH OF MEETH.

Jerman's Gift.

It appears from a tablet in the church of this parish, that *Samuel Jerman*, who was buried on the 6th of December, 1753, by his will, gave 100l. which he directed to be laid out in land, out of the yearly profits of which the sum of 10s. was to be given to the rector of the parish, for preaching a sermon on the anniversary day of his burial, for ever, and the residue was to be distributed yearly by the minister and churchwardens of the parish, for the time being, amongst such poor thereof as had no pay.

This sum of 100l. was formerly placed in the hands of the rector of the parish, for the time being, at 5 per cent interest, but upon the resignation of Mr. Kennaford, about the year 1810, it was deposited by the churchwardens in the Torrington Bank, at 3 per cent interest, and remained there till about 1815, when the Rev. John Knight, the curate of this parish, thinking that a larger interest ought to be procured for it, for the benefit of the poor, took it out of the bank, and placed it in the hands of his father, the Rev. Richard Knight, who gave his promissary note to the minister and churchwardens of Meeth, as security for the same, at five per cent interest. We were told, however, by Mr. John Knight, that it was his intention to invest the principal sum, in the names of the minister and churchwardens, in the Devon and Exeter savings bank.

A sermon is annually preached on the anniversary of the burial of the donor, when the sum of 10s. is received by the minister, and the residue of the interest is at the same time distributed by the minister and churchwardens, after service, amongst such poor persons of the parish as are noti n the receipt of parochial relief, in sums varying from 4s. to 1s. 6d. A list has been kept by Mr. John Knight since 1813, of the names of the poor persons receiving the charity, and of the sums given to each.

Poor's Money.

In the Returns made to Parliament in 1786, it is stated that 5l. had been given by a person unknown, for purchasing of bread for the poor, which sum was then vested in the overseers, and produced an interest of 5s. per annum.

It is reputed in the parish, that this small sum was given by a person of the name of *Madge*. It has been for many years in the hands of the two overseers of the parish, for the time being, each of them receiving, upon entering upon his office, 50s. from his predecessor, and paying an interest of 2s. 6d. for the use of the money while in his hands.

This interest is distributed at the meeting for passing the parish accounts, about Easter, amongst the poor of the parish.

It is proper that this small sum should also be deposited in the savings bank.

PARISH OF MERTON.

Langdon's Gift.

It is stated in the register of this parish, that *Thomas Langdon*, who was buried on the 5th September, 1727, gave, by his will, to the poor thereof, the interest of 5l. yearly, for ever, and the interest of 20l. for the preaching of an anniversary sermon on the day of his burial, for ever.

The sum of 25l. was deposited in the hands of Mr. John Mills, a farmer of this parish, at five per cent., until a short time before his death, which took place in 1807, when the Rev. David Horndon, the rector of Merton, received the sum of 20l. from him, and afterwards placed it in the hands of the churchwardens of the parish, and it has since been transmitted to their successors, the churchwardens for the time being, by whom the annual sum of 20s. has been paid out of the church rates to Mr. Horndon, or his curate, but we cannot learn that any sermon has been preached, unless the anniversary of the donor's burial has fallen on a Sunday.

The remaining 5l. appears to have been in the hands of Mr. Mills at the time of his death, and demands were made on his representatives, Elizabeth Arnold, wife of Andrew Arnold, of the parish of South Tawton, and Judith Fortescue, widow, of the parish of Shipwash, for its payment, but neither the principal sum, nor any interest in respect of it, had been paid at the time of our inquiry. Mr. Mills's representatives seem to have supposed that the sum of 5l. was paid by him at the same time with that of 20l. Since our inquiry, they have paid the principal sum to the churchwardens of the parish, to be deposited in a savings bank. We are informed, that during the life-time of Mr. Mills, who had for several years successively served the office of churchwarden, the sum of 5s. was annually distributed by him in bread, on a Sunday, in the month of September, amongst the poor of the parish, at his discretion, but that no interest has been paid for the sum of 5l. since his death.

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Rolle's Gift.

The Reverend *Samuel Rolle*, who was buried on 13th May, 1735, gave, by his will, to such of the poor of this parish as had no parochial relief, the sum of 10l.

Entries are found in the account book, of the overseers of the parish stating the distribution of the annual interest of 10s. in respect of this donation, until the year 1740, and the names of the persons sharing the charity are regularly entered, but it does not appear in whose hands the principal sum was deposited. Inquiry has been made of some old persons residing in the parish, but we cannot learn that any money has since been given away, in respect of this gift. Mr. Ley, a former rector, appears to have entered the account of the distribution, until 1740, at which time he ceased to be incumbent of the parish.

PARISH OF NEWTON ST. PETROCK.

Beccles's, or Beavis's Gift.

The Returns made to Parliament in 1786, state that *John Beccles*, in 1691, gave to the poor of this parish an annuity of 2s. stated to be then vested in Hugh Brent.

Mr. Hugh Brent, of Shebbear, the son of the above mentioned Hugh Brent, informs us, that he has heard that his grandmother used to pay 2s. a year to this parish, out of an estate called Higher Durply, in the parish of Shebbear, now belonging to him, and that he has understood that it was given by one *John Beavis*. Mr. Brent is not aware that his father, who died about two years ago, ever paid this small annuity, but he considers the above mentioned estate liable to it, and has undertaken to resume and continue the payment, commencing from the time of his becoming possessed of the estate.

PARISH OF PETER'S MARLAND.

Church Lands.

It is recorded, on a tomb-stone in the church-yard of this parish, that *John Harvy* had given some land to it, in remembrance of whom the trustees of the said land had caused his tomb to be rebuilt in the year 1691.

The only trust deed produced to us, relating to these lands, is a feoffment, bearing date 24th September, 1799, between John Mallett and four others, surviving feoffees of the lands, called the Church Lands of Peter's Marland, of the one part, and John Clevland, esq. and six others, of the other part, whereby the said parties of the first part, after reciting that they were, by virtue of divers conveyances, seised in fee of certain messuages, lands and tenements, lying in Wilsewill, in the said parish of Peter's Marland, in trust for the repairing and maintaining of the church of the said parish, and for other works of charity to be done within the said parish, according to their discretion, granted and enfeoffed to the said parties of the second part, and their heirs, all the said premises upon the same trusts; and it was declared between the said parties, that whenever the number of feoffees should be reduced to three or two, or that no more than three or two should reside within the said parish, the survivors should enfeoff seven, nine or eleven other honest men and inhabitants of the said parish, to the like uses.

Of the feoffees appointed by this deed, four are now living.

The trust premises consist of a farm-house, buildings, garden and orchard, and 12 closes of land, containing altogether 52A. and 10P. now in the occupation of John Balkwill, under a lease for 11 years, commencing at Lady-day, 1813, at the yearly rent of 45l. granted, after an auction, to William Copp, who continued to pay that sum until Lady-day, 1816, when it was agreed, at a parish meeting, to reduce the rent to 30l. In the following year it was raised to 40l. in consequence of an increase which then took place in the price of grain, and in 1822, it was reduced to 32l. which is said to be the fair value of the property. The parishioners, on the application of William Copp, at the Easter meeting in 1822, agreed to accept of John Balkwill as tenant, in his stead, for the residue of the term. An auction was held at Easter, 1823, for the purpose of granting a new term of 11 years, to commence upon the expiration of the existing lease, at Lady-day, 1824, when a price of 32l. was given, but the highest bidding being only 30l. the estate was not let. The rent for 11 years, from Lady-day, 1802, was 22l. per annum.

Besides the above mentioned premises, there is a wood called the Parish Wood, belonging to the estate, containing about two acres and a half, in which there is some timber and underwood. When any timber is required for the repair of the church, or the fences of the estate, recourse is had to this wood for it, but its produce is described as insufficient for the necessary repairs. The underwood is cut from time to time, and sold by the feoffees.

There is also, upon a part of the premises, a poor-house, with a garden, occupying about a quarter of an acre, the former containing four dwellings, inhabited by paupers of the parish.

The buildings on the premises are in good repair. The rent is paid at the parish meeting at Lady-day, and is carried to the account of the churchwardens for the time being, and at the same time the account of the previous year is audited.

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No church rates have been for a long period collected in the parish, but, in consequence of very considerable sums having been laid out on the church in the two preceding years, there was, in April, 1823, a balance of 10l. 19s. 1d. due to the churchwardens.

Clevland's Gift.

Elizabeth Clevland, by will, bearing date 21st November, 1785, and proved in the Prerogative Court of Canterbury, gave an annuity of 5l. to be paid to the poor of the parish of Peter's Marland, and to be distributed by her heirs or executors, as they should think proper, yearly, on St. Stephen's-day, and she charged the same on her lands and tenements in the said parish, called Winscott, if it might be, but if the statute of mortmain or any other statute should render it void or impracticable, she directed that the said annuity should be paid out of her ready money, stock in the funds, and securities for money, by investing a sufficient part thereof for paying the same, for ever, in the public government funds or stocks, or some other security, as her executor should think proper.

By a codicil to her will, she directed that none of her legacies should be paid (except such as were given to servants, &c.) during the life-time of her husband, whom she appointed sole executor and residuary legatee.

Mr. Clevland died in 1817, having appointed Augustus Saltren Willet, esq. his executor and residuary legatee.

The sum of 5l. has been annually paid by Mr. Willet to Thomas Stevens, esq. the heir of the testatrix, who has distributed clothing to that amount among the poor of the parish of Peter's Marland, at Christmas. We have thought it right to suggest to Mr. Willet, that a sum should be invested out of the effects of the testatrix, either in the funds or in a savings bank, in the names of trustees, sufficient to produce an annual interest of 5l. and we have been informed by his solicitors, that the investment shall shortly be made.

PARISH OF PETROCKSTOW.

Rolle's Gift.

It is stated in the Returns made to Parliament in 1786, that *Samuel Rolle*, clerk, gave by will, in 1735, to the poor of this parish not receiving relief, 10l. then vested in the Reverend William Paxton, and producing an annual interest of 10s. Mr. Paxton was a former rector of the parish, and died about 30 years ago.

We have not been able to ascertain whether Mr. Paxton died possessed of the before mentioned sum, or whether it was transmitted by him or his representative to any other person. No interest has been bestowed in respect of it for many years, but it is reputed in the parish that the interest was distributed during Mr. Paxton's life-time.

Hutchins's Gift.

In an overseer's account book, under the date of 10th April, 1732, is an entry, stating, that at a general meeting of the parishioners of Petrockstow, there was received of the Rev. Samuel Rolle, 10s. as the interest of 10l. given to the poor of the said parish by *Margery Hutchins*, which year's interest was due on this day. In another entry, bearing date 27th April, 1736, and signed by the rector and the two overseers for the same year, it is stated, that 10 guineas were received of Mrs. Jane Rolle, executrix of the Rev. Samuel Rolle, being the money given to the poor of the said parish by Margery Hutchins.

The interest of 10s. appears to have been paid to the overseers, and brought into their account in 1757, 1769, and 1771.

It appears from the accounts, that from 1794 to 1801, 10s. was annually distributed out of the poor rate, to such of the poor as had no relief, in respect of this donation; but this distribution has been discontinued from the last mentioned period. The parishioners were involved in a suit in Chancery, in 1793, and it is supposed that the above mentioned sum of 10l. was applied at that time towards the expenses of that suit. We were assured that it should be proposed to the parishioners, to recommence this small payment out of the poor's rates.

Gifts of Joseph and David Bowhay.

Joseph Bowhay, who died in 1781, gave by his will, to the poor of this parish, an annuity of 10s. issuing out of a tenement called Denford's Tenement, in this parish, during his interest in the said tenement; and *David Bowhay*, who died in December, 1803, by his will, bearing date in 1799, gave for the same purpose a similar annuity, issuing out of the same premises, to be distributed by his executor as long as his interest continued therein.

James Smale is now possessed of the interest in Denford's tenement, which Joseph and David Bowhay successively had, being for the lives of Joseph and John Risdon, who are both living.

Although this gift is void under the mortmain act, the sum of 20s. has been annually distributed, on Christmas-day, by Mr. Smale, one moiety being disposed of in bread, and the other in money, amongst poor persons of the parish, selected by Mr. Smale.

PARISH OF SHEBBEAR.

Parish Lands.

By indenture, bearing date 15th Sept.,

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1656, between Robert Yeo and George Arscott, of the one part, and Browne Badcock and 11 others, of the other part; reciting, that *John Heywood*, by indenture, bearing date 7th August, 10 Chas. I, had enfeoffed to the said Robert Yeo and Roger Bridgman deceased, and their heirs, a messuage or tenement, called Moor, situate in the parish of Shebbear, to the intent, that they should stand seised thereof to the use of the poor inhabitants of Shebbear, and the repairing the parish church thereof, and of the payment of the "fifty dole," as often as the same should become due; and further reciting, that the above-named George Arscott, with divers others, deceased, were enfeoffed to them and their heirs, of a tenement lying within the church-town of Shebbear, with certain lands belonging to the same, called Nottaden, of a house called the church-house, and a stable belonging to the same, and of a cottage and certain pieces of land situate in the said church town, with common and waste lands thereto belonging, to the intent that they should receive the rents and profits of the said premises, and thereof yearly make an account in the church of the said parish, before the parishioners there, between Lady-day and Whitsuntide; and after the said account made, should see them bestowed, by the consent of the most part of the parishioners, towards the repairing and maintenance of the said parish church, and towards the payment, aid, relief and comfort of the poor inhabitants and dwellers in the said parish, as often as it should happen that any "fifty dole" should be granted in any Parliament; and that when the feoffees should be reduced to three, the survivors should make a new feoffment, to eight or ten others, discreet men of the said parish, to the same uses; the said parties of the first part, in performance of the said trusts, granted and enfeoffed to the parties of the second part, and their heirs, all the said premises,

No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Shebbear	Bartholomew Fowler	House, out-buildings, barn, and between 40 and 50 acres of land.	99 years determinable on one life
2		William Larkworthy	Dwelling-house, out-buildings, garden, and three closes of land, containing about five acres, called Shebbear Town.	Do. on three lives.
3		Edward Walter	An overland tenement containing 45 acres.	Do.
4		Samuel Saunders	House, garden, and about five acres of land called Jaspers.	Do.
5		Mrs. Mary Heysett	House, garden, and a small close of land, containing three quarters of an acre.	Do. on one life.
6		Thomas Bulkwill	House and small garden	Do. on three lives
7		Do.	A garden	Do.
8		Dorothy Hawkins	Two small houses	Do. one life
9		John Larkworthy	Dwelling-house, stable and garden, called the church-house.	5 years from Lady-day 1822.
10		William Bridgeman	Two houses and small garden plot.	99 years determinable on three lives
11		John Larkworthy	Do.	Do.
12		George Lang	Do.	Do.
13		Overseers of the Poor	Four dwellings, called the Poorhouses.	Do.
14		Do.	Three small dwellings and small garden plot, called the almshouses.	yearly tenant to
15			Two easements to Nos. 6 and 10.	

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together with three almshouses then lately erected, on the south side of the common, in the said church-town, and all commons in Wait Lee, to the uses aforesaid.

New trust deeds appear to have been made of these premises from time to time, the last of which bears date on the 23d March, 1818; of the feoffees then appointed, nine are now living. In the modern trust deeds, a proviso has been introduced, that the church house should not be let without the consent of the greater part of the inhabitants of the parish, & then only at rack-rent, or for a term not exceeding seven years; that the almshouses should be inhabited by such persons as should be thought fit by the overseers and inhabitants, and that the other tenements should not be let for longer terms than should be determinable on one, two or three lives; that such leases should be with the consent of the greater part of the house-holders and inhabitants of the parish after public notice given, and that the then yearly rents or more should be reserved in them. The application of the rents and profits is directed by these deeds to be, in the first place, for the repair of the church house, stable, almshouses, and the parish church, and the residue towards the relief and comfort of the poor inhabitants of the parish.

Some antient documents were produced to us, from which it appears, that four-fifths only of the tenement called Moor, formerly belonged to the trust, and that it was possessed of a fifth part of a tenement called Southhay, but that in 1637, an exchange took place of the respective undivided portions of these estates, under the mediation of certain commissioners, appointed by the court of Chancery, in a cause then depending between Robert Yeo and others, and Sir Roger Langford and others, respecting those lands.

The following is a statement of the property belonging to the trust.

Date of Lease.	Consideration.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
April 18, 1794	110 19 0 for one life.	3 1 0	30 0 0	This land is poor,
Mar. 21, 1788	80 0 0 for three lives.	0 10 0	12 0 0	
May 1, 1788	80 0 0 for three lives.	0 10 0	12 0 0	This is chiefly furze land.
Dec. 9, 1795	24 0 0 for three lives.	0 16 0	0 5 0	
Nov. 22, 1750	2 0 0 for one life.	1 0 0	4 0 0	
June 24, 1796	0 10 6 for three lives.	0 19 0	4 0 0	This was a building lease, and a house has been built by lessee since it was granted.
July 28, 1820		0 5 0	0 10 0	This plot was formerly a gravel pit; the lessee covenanted to inclose it with a wall, and convert it into a garden.
Mar. 25, 1791	0 10 6	0 5 0 12 0 0	3 0 0 good rent.	This was a building lease.
Sept. 30, 1825	35 19 0	0 10 0	3 0 0	
June 24, 1818	0 5 0	0 15 0	5 0 0	This was formerly a waste spot; the tenant has built two houses, and inclosed the garden.
April 11, 1814	0 5 0	0 15 0	4 0 0	Do.
Aug. 1, 1815		0 15 0	6 0 0	Do.
		3 0 0	good rent.	The churchwardens repair these houses.
		0 2 0		

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The premises, No. 9 in the rental, were let to the present tenant, for the rent of 16l. from Lady-day, 1821, which it was afterwards thought advisable, at a parish meeting, to reduce to 12l.

The tenants have not been for many years past in the enjoyment of any rights of common upon Wait Lee, which is mentioned in the deed of 1656, and is a small common, held by lease, under Lord Clinton.

It appears to have been customary to let the lands of this trust, as well as the houses, with the exception of the church-house, for terms of years determinable on lives, but it has been proposed not to grant any more such leases of lands only. The houses which have been erected under building leases, stand upon a spot of waste land called the Green, a portion of which is still unoccupied by houses, and which it is intended to let on similar leases.

All leases of the premises are granted by the feoffees, at public meetings of the parishioners, held after 10 days notice.

The buildings are in tolerable repair. The feoffees inspect them once a-year, and give the tenants notice to do such repairs as are considered necessary. There was formerly some timber standing upon the green, which was cut down by the feoffees in 1815 and 1818, and sold by auction, and the produce being in the former year 12l. and in the latter 8l. was carried to account.

One of the feoffees is appointed annually receiver of the rents, and keeps an account of the receipts and payments, which he produces at an annual meeting of the feoffees and parishioners, held on Easter Monday. Upon that day the churchwardens produce their accounts, and the money in the hands of the receiver for the time being is paid over to the churchwardens, to be applied by them in the repairs of the church and almshouses; these repairs require, upon an average, larger annual sums than the present income of the trust property, no portion of which has been applied to the relief of the poor. Church rates are annually collected in the parish.

Walter's Gift.

Thomas Walter, by his will, bearing date 19th June, 1677, gave to his son, George Walter, all his estate of inheritance in two tenements, in Shebbear town, if he would pay to his executrix 80l. otherwise his executrix to have the estate to her own disposing; but he thereby excepted out of the estate (whoever should have it) 20s. yearly, to be paid to the overseers of Shebbear, which he gave to the poor of the same parish, to be distributed amongst them, on Good Friday, yearly, for ever. He also gave to his son, William Walter, all his estate in a tenement in Shebbear, called North House, excepting out of the same to be paid, yearly, on every 25th of March, for ever, by the possessor thereof, 6s. 8d. which he gave to the poor of the same parish, to be distributed by the overseers thereof, on Christmas-day.

The annuity of 20s. has been paid till within the last two years, by some of the Walter family, as the owners of a tenement in Shebbear parish, called Bottle Down Moor, and of another tenement, called Walter's Shebbear Town Tenement. Both of these tenements have been lately sold to Mrs. Heysett, who has resold Bottle Down Moor to Colonel Fortescue, subject to the payment of the annuity of 20s. which is annually received by the churchwardens on Good Friday, and is distributed with the annuity of 3s. 4d. arising from Smallacombe's gift, hereinafter mentioned. The distribution is made after divine service, by the parishioners present, among poor labourers of the parish not receiving relief, in sums of about 6d. or 8d. a piece, in proportion to their necessities.

We have met with no evidence of the payment of the annuity of 6s. 8d.; the parish account books have been resorted to for information, but although they extend as far back as 60 years, they furnish no trace of any such payment, and we are told that no tenement is now known in the parish by the name of North House.

Smallacombe's Gift.

The Returns made to Parliament in 1786 state, that ——— *Smallacombe* gave 3s. 4d. per annum to the poor of the parish of Shebbear, but the date of the donation is not mentioned.

This small annual sum is now paid by the lessee of a tenement in Shebbear, called High Withy, the property of a Mr. Roe, which is understood to be charged therewith.

PARISH OF WEAR GIFFORD.

Lovering's Gift.

The particulars of the donation of *John Lovering* in 1671, under which one half of the rent of a field at Barnstaple is paid to a schoolmaster of the parish of Wear Gifford, for teaching about 16 poor children to read, and one-fourth of the rents of the same field, is distributed amongst the poor of this parish, have been already stated in the present Report, in the account of the charities of the parish of Huntshaw.

Poor's Money.

It is stated in the Returns made to Parliament in 1786, that a sum of 5l. then vested in Richard Greening, and producing an interest of 5s. per annum, had been given to the poor of this parish by "John Lovering's *man*," but when or by what

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instrument does not appear. We are told that Richard Greening, who formerly lived in this parish, and died about 25 years ago, was accustomed to distribute five shillings-worth of books annually, in respect of this gift, among the poor children of this parish. He left a widow and daughter, who reside at Bideford. Having applied to them for information respecting this money, we were assured that they were entirely ignorant of any such distribution; but that if, upon inquiry, they should discover that Mr. Richard Greening had received the 5l. and had not paid it, they would undertake that it should be paid to the minister and churchwardens of this parish, for the benefit of the poor.

PARISH OF ASHREIGNEY.

PYNCOMBE CHARITY.

We have already stated, in our account of the charities of the parish of Poughill, in our former Report, that an annuity of 10l. was directed to be paid to the parish of Ashreigney, out of the estates given by Mrs. Gertrude Pyncombe, to trustees, for various charitable purposes, of which annuity the sum of 6l. was to be paid to a schoolmaster, and that of 4l. to a schoolmistress, for teaching so many boys and girls of Ashreigney (to be chosen by the parson, churchwardens and overseers, as well such whose parents had no relief as those whose parents had relief, the boys in reading English and arithmetic, and the girls in reading English, and for instructing them in the principles of the church of England, until the boys should arrive at the age of 13 or 14, and the girls at 12, according to the direction of the said parson, churchwardens and overseers), as might be taught for the said sums.

The entire annual sum of 10l. is now paid to a schoolmistress, the daughter of a former schoolmaster, who instructs 34 boys and girls of the parish, the former in reading, writing and arithmetic, and the latter in reading, knitting and sewing; and we are informed by the rector of the parish, that she is well qualified for her situation.

Two annuities, of 40s. each, are also paid to a poor widow and widower of this parish, in pursuance of that part of Mrs. Pyncombe's directions, by which she desired her trustees to pay yearly, out of the residue of the rents and profits of her estates, to 10 poor men and 10 poor women, who should have no relief from the parish in which they lived, and should be resident in some of the parishes where her estates were situate, 40s. a-piece.

PARISH OF BONDLEIGH.

POOR'S STOCK MONEY.

It appears, from an entry in an overseer's account book for this parish, that the poor stock money in 1709 amounted to 15l. 15s.

In 1776, *Barbara Hall* gave 8l. for bread for the poor, and in 1782 *Richard Stoyel* gave 1l. to the poor.

From an entry in the book, dated in 1786, it appears that the stock money, then amounting to 18l. was delivered over by the preceding overseers to their successors.

Bread, to the value of 18s., is now regularly distributed by the minister, parish officers and parishioners, at the meeting for settling the parish accounts, about Lady-day amongst the poorest persons of the parish, and a few shillings in money are generally given at the same time to other poor persons, who attend the meeting, beyond the number of those who have the bread.

PARISH OF BOW.

HOYLE'S GIFT.

John Hoyle, by his will, bearing date 1st April, 1636, reciting, that he was seised in fee of certain parcels of divers messuages, lands, &c. in the borough of Nymet Tracey *alias* Bow, and in other parishes therein mentioned, late the inheritance of Edmund Rowland, devised to John Lethbridge and six others, of Bow aforesaid, and their heirs, all his parcels of the said premises in the said borough of Bow, upon trust, that whereas the said Edmund Rowland, by his will, had devised 20s. yearly to the poor people of the parishes of Bow, North Tawton, and Zeal Monachorum, 6s. 8d. to each parish, which devise the said John Hoyle understood to be imperfect in the law, and desired to make it good; he therefore directed, that his said devisees and their heirs should, for ever, pay 1s. 3d. part of the said annuity of 20s. being so much as he, having the third part of the said lands, then paid or ought to contribute towards the said annuity, and should discharge the residue of the said lands from the said annuity of 20s.; and touching the residue of the rents and profits of the said premises in Bow, he desired that the said devisees and their heirs should yearly distribute 40s. of the same amongst the most aged, impotent, sick, and needy poor people, within the same parish of Bow, in the parish church, on St. Thomas's-day and on Good Friday, by equal portions, in the presence of the parson and churchwardens of the said parish, or so many of them as should be present at the same; and

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if any of the said poor were so sick that they could not be present to receive the said distribution, he directed that their portions should be sent to them; and he also directed, that no man should, by colour of that devise, impeach any estate which he had theretofore made unto any of the said devisees, but that they should enjoy the same, according to their several leases; and as the existing leases of the premises should expire, he directed that his devisees & their heirs should improve the yearly value of the lands, by demising them for as much as would be given for the same, provided that no lease by them to be made should exceed 21 years. And he desired that his devisees should distribute the residue of the rents and profits of the said lands yearly, for ever, amongst such poor people as aforesaid, dwelling in the said parish, quarterly or monthly, towards their better relief and comfort, as well for meat and drink as for apparel and other necessaries, when need should require, according to the discretion of the said devisees and their heirs, the same to be distributed in the parish church, in the presence of the parson and churchwardens, saving 2s. 4d. which he allowed to a receiver, to be appointed by the said devisees and their heirs; and he directed that his devisees should keep a book of receipts and disbursements, and should within one month, yearly, after Michaelmas, in some convenient place, make an account in the presence of the parson and churchwardens; and he allowed 3s. 4d. yearly for a potation for his devisees and their heirs; and he desired that his said devisees and their heirs would from time to time, when they should come to the number of two, the rest being dead, or so reputed to be, or dwelling out of the said parish, by good assurance in the law, convey the said premises to six or more of the most honest inhabitants of the said parish of Bow for the time being, and their heirs, to the uses aforesaid, and so to continue the same for ever, allowing the charges and expenses which should concern the premises out of the said rents and profits, and all other charges bestowed about the same.

The last appointment of trustees of this charity was by indentures of lease and release, bearing date 25th and 26th of March, 1816, whereby Richard Hole and John Sweet, conveyed to Sir Thomas Lethbridge, baronet, Calmady Pollexfen Hamlyn, esq., the Rev. Bouchier Marshall, the Rev. Wm. Hocker, George Cann, Francis Hole, Richard Hole the younger, William Packer and Samuel Tozer, and their heirs, the parts and parcels of the said lands devised by the will of the said John Hoyle, and conveyed by the former trust deeds thereof upon the before mentioned trusts. All these trustees are now living, except Mr. Francis Hole; but Mr. Hocker has refused to act in the trust, and it has been proposed that he shall convey his interest in the property to his co-trustees.

The property of this charity consists of undivided portions of various houses and

No.	PARISH.	LESSEES.	Tenements of which an undivided Part belongs to the Charity.
1	Bow alias Nymet Tracy	Samuel Eastabrook	A house, out-houses, garden, and an orchard, containing about half an acre, called Hilldon's, and a garden, called Mare's, on which two cottages formerly stood, and on which a meeting-house has been lately built by the owner of the other two-third parts thereof.
2		Eliz. Northleigh	A cottage, part of Grant-lands
3		Thomas Hooper	The White Hart Inn and garden, a house and garden opposite, a house adjoining the White Hart, part of Grant-lands, and two cottages and gardens called Chanterhays.
4		William and Samuel Hill	Three cottages and gardens, and two fields, containing about two acres, called Duke's.
5		William Sweet	A field, called Cross-park, part of Green's tenement, containing about 2¼ acres.
6		John Arscott	Three field's, called Clapp's tenement, containing about three acres, on which stood a cottage, which was burnt a few years ago.
7		Samuel Wreford	A meadow, containing about three acres, called Millhams, and five fields, containing about seven acres, called Bridge-parks, and Dowrish's, part of Green's tenement and two fields, containing about five acres, called Hill and Cruft, also part of Green's tenement, on which stand two cottages.

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lands in the parish of Bow, being in most instances, one-third part of those tenements.

For a considerable number of years previous to 1813, no rise had taken place in any of the rents of the trust property, and the annual sums paid by the owners of the residue of the several tenements, appear to have been then considered rather as fixed payments, than as rents payable for undivided portions of the tenements to which the charity was entitled, under the will of the donor. In 1813, the surviving trustees under the preceding trust-deed gave notices to quit to the different tenants of the property, and, in the same year, came to an agreement with several of them for a small increase of their respective rents, but objections were made in some instances to the right of the trustees to raise the rents, and in others to the sufficiency of the notices to quit. Upon the expiration of the time specified in the notices given to the tenants of the premises, Nos. 15 and 16, in the rental hereinafter stated, a person, under the direction of one of the trustees, took formal possession of them; but no further measures were taken till the appointment of new trustees in 1816, who, shortly afterwards distrained upon John Rowdon, the tenant of No. 16, for the rent due to that time, after the rate of 6s. per annum, being the amount that he had previously paid. This proceeding, unfortunately, involved the trustees in an expensive and ultimately unsuccessful litigation, although they appear to have been at all times anxious for the welfare of the charity, and not to have acted without legal advice. John Rowdon brought an action of replevin against the trustees, and the cause, after the trial had been twice deferred, came on to be tried at the Devon summer assizes, in 1820, when, upon proof on the part of the plaintiff that possession had been taken in manner above mentioned, it was held that the distress was incorrectly taken, and the plaintiff obtained a verdict. The costs of this cause were very heavy; those of the plaintiff, which the trustees, as defendants, were liable to pay, amounted to more than 200l. The trustees had, at the time of our investigation (August, 1823) paid towards the plaintiffs and their own costs 262l. of which the sum of 42l. was advanced from the funds of the charity, and the residue from their own private funds, and there still remained unliquidated a considerable sum due to the attorney employed by them in the cause, for the residue of their own costs.

Another consequence of the failure of the trustees in this action was, that many of the other tenants, some of whom had agreed to pay, and had actually, for one or two years, paid an advanced rent, refused to do so any longer, conceiving that the trustees would not be able to support their claim.

Since this case first came under our notice, meetings have taken place between the trustees and the tenants, and arrangements have been made for the payment of the rents stated in the following rental:—

Owners of the other Parts.	RENT.	Estimated Yearly Value of the whole Tenement.	OBSERVATIONS.
	£. s. d.	£. s. d.	
Samuel Eastabrook	1 5 0	9 0 0	The old rent was, for Hilldon's, 13s. 4d.; and, for Mare's, 5s.
Elizabeth Northleigh	0 5 0	1 4 0	The old rent was 1s. 10½d.
Thomas Hooper, except one-third of Chanterhays, which belongs to Mr. Wreyford, of Uffculme.	3 10 0	18 18 0	The old rent was, for the White Hart, 1l. 16s 8d.; for part of Grantlands, 5s. 7½d.; and, for Chanterhays, 5s.
William and Samuel Hill.	0 13 4	7 10 0	
Samuel Wreford & William Sweet.	1 5 0	6 0 0	The old rent was 13s.
John Arscott	2 5 0	9 0 0	The old rent was £2.
Samuel Wreford, of Millhams, and Sir Thomas Lethbridge & Samuel Wreford, of Bridge-parks, Dowrish's Hill and Cruft.	8 0 0	30 0 0	The old rent was, for Millham's, 1l. 1s.; Bridge-parks and Dowrish's 2l.; part of Green's, 2l. 5s. The cottages are in bad repair.

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No.	PARISH.	LESSEES.	Tenements of which an undivided Part belongs to the Charity:
8	Bow alias Nymet Tracy	Elizabeth Sweet	Six cottages, and an orchard, containing about half an acre, called Tracey's.
9		John Chapel	House and school, with a garden and field adjoining.
10		Mary Eastabrook	House and orchard, containing about half an acre, called Smith's.
11		William Wreford	House, malt-house and orchard, containing about half an acre, called Seawards.
12		Richard Gould	House, divided into four tenements and an orchard, containing about half an acre, called Osmond's.
13		William Caseley	Two houses, gardens and orchard, containing about half an acre, called Teser's.
14		Henry Hatherley	House, orchard and field, containing about three-fourths of an acre, part of Preston's.
15		John Parish	House, orchard and field, containing about three-fourths of an acre, also part of Preston's.
16		John Rowden	House, garden and orchard, containing about half an acre, called Stoneman's.

Various old leases have been produced to us by the trustees, from which it appears, that the charity is, in general, entitled to an undivided third part of the property, subject, however, to some exceptions.

For No. 4, the rent of 13s. 4d. per annum, appears from the trustees account book, to have been paid from 1720, when those accounts commence, to the present time, that tenement being sometimes there called Duke's and sometimes Moore's. An old counterpart of a lease is found amongst the documents of the trustees, dated in 36th Elizabeth, from John Hoyle, the donor, and Joan his wife, to Thomas White, of all their part purparty and portion of a tenement, garden, and two closes, then late in the possession of William Duke, for 99 years, determinable on three lives, at the rent of 2s. 10½d. It seems probable, that this lease relates to the premises comprised in No. 4. If it does so, it is only sufficient to show, that John Hoyle was possessed of an undivided portion of the tenement, and not merely a fixed rent, issuing out of it; it does not appear whether that portion was a third, or a smaller part of it, and we have not been able to discover any more modern lease thereof.

It will be seen from the deed of John Gould, hereinafter stated, dated in 1682, that he conveyed eight ninth-parts of the premises, No. 9, in the rental, for a school and other purposes; and that a rent of 10s. per annum, was paid to the trustees of Hoyle's charity, for those parts of the premises, from whence it may be collected, that this charity is entitled only to the remaining ninth-part thereof. Upon the late increase of rents, no attempt has been made to raise this rent of 10s. the premises being applicable to purposes for the benefit of the poor.

A counterpart of a lease is found, dated in 1737, from the trustees of this charity, to Joseph Stoneman, of one ninth-part of the premises, No. 16, to which the before mentioned action of replevin related. This therefore appears to be the portion thereof, to which the charity is entitled.

The rents which have been lately agreed upon, between the trustees and the tenants, are much less than the estimated value of the portions belonging to the charity of the different tenements in the rental; but the trustees have thought it best, under the difficult circumstances of this case, to be satisfied with a small increase of the rents, as being an acknowledgment of their right to undivided parts of the property, and not to fixed annual payments. They have also thought it fair towards the tenants, to take into consideration considerable additions and improvements, which have been made to many of the houses and buildings. Agreements have been entered into by the trustees with the tenants of Nos. 14 and 15, for terms of 21 years for the former, at the old rent of 18s. per annum, and for the latter at the rent of 14s. 6d. instead of 14s. per annum, in consideration of their having rebuilt these premises, which had been destroyed by fire. Most of the rents which were in arrear have been paid; but we are informed, that arrear

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Owners of the other Parts.	RENT.	Estimated Yearly Value of the whole Tenement.	OBSERVATIONS.
	£. s. d.	£. s. d.	
Elizabeth Sweet	1 11 9		The old rent was 12s. 6d.
Trustees of Gould's gift.	0 10 0		
Mary Eastabrook	0 16 9	4 10 0	The old rent was 10s.
William Wreford.	2 1 0	10 10 0	The old rent was £2.
Richard Gould	1 11 0	7 10 9	The old rent was 11. 5s. 6d.
William Casely, & William Harvey.		9 0 9	The old rent was 16s. Upon the increase of the rents in 1813, the tenant agreed to pay, and did pay, for a few years, 11. 6s. 8d. per annum; but, at the time of our inquiry, he refused to pay so much, and offered only 11. 1s. which the trustees considered an insufficient rent, and refused to accept. It was proposed by the trustees to take measures for the recovery of the rent due.
Henry Hatherley	0 18 0	6 0 0	The old rent was 18s.
John Parish	0 14 6	6 0 0	The old rent was 14s.
John Rowden	0 6 8	6 0 0	The old rent was 6s.

still remain due from the tenants of Nos. 11, 12, and 13.

Before the late legal proceedings took place, relating to this charity, a meeting of the trustees was usually held in the early part of every year, previous notice having been given in the church, when cloth for men's coats, serge for women's petticoats, and shoes, both for men and women, were given to such poor persons of the parish of Bow, as made applications to the trustees, and were considered proper objects of charity. The residue of the rents, except the annual sum of 7s. 8d paid to a person for their collection, and for receiving the applications of the poor, was distributed in money at the same meeting, to poor persons of the parish, whether receiving relief or not. The accounts were made up, balanced and audited, by the trustees every year.

The last distribution took place in February, 1818. We apprehend that the trustees have a claim for reimbursement of the expenses to which they have been subjected, in consequence of the legal proceedings, and therefore it is to be feared, that a considerable time will elapse before the rents can be again disposed of, for the charitable purposes intended by the donor.

ROWLAND'S GIFT.

The gift of *Edmond Rowland*, alluded to in the foundation deed of Hoyle's gift above mentioned, being 6s. 8d. per annum to each of the parishes of Bow, North Tawton, and Zeal Monachorum, is paid by the lessee of the White Hart Inn, part of No. 3, in the rental of the lands of Hoyle's gift. The sum of 6s. 8d. payable to the poor of the parish of Bow, is included in the rent paid to the trustees of Hoyle's lands, for the benefit of the poor.

The application of the annuity of 6s. 8d. payable to the parish of Zeal Monachorum, was stated in our former Report. The distribution of the annuity of the same amount payable to the parish of North Tawton, will be noticed in a subsequent part of the present Report.

GOULD'S GIFT.

By indentures of lease and release, bearing date 26th and 27th January, 1682, between John Gould, of Broad Nymet, of the one part, and Edward Pocock, clerk, and six others, of the other part; the said *John Gould* for the better maintenance of a schoolmaster and school, within the parish of Bow, for the educating and bringing up poor children of parents, inhabitants within the said parish of Bow, to read English, and to write and cast accounts, and for the better support and maintenance of such poor labouring people, within the said parish of Bow, as the said parties of the second part, and the survivor of them, and his heirs and assigns, or the major part of them, should from time to time make choice of, granted to the said parties of the second part and their heirs, eight nine-parts of a dwelling-house and appurtenances, situate in Bow;

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and also, eight ninth-parts of a close, called Cross Park, containing by estimation, three acres, situate in the same parish, to the use of the said John Gould, and his assigns for life, and after his decease, to the use of the said parties of the second part, and their heirs, upon trust, to permit such person or persons as the said John Gould should appoint, to hold and enjoy all the said premises, for such term and in such manner, and under such rents as he should, by his will or other writing appoint, and in default thereof, upon trust, from time to time, when occasion should require, to nominate some honest and discreet person, well able to teach English and writing, for a schoolmaster, who should carefully teach ten poor children of parents of honest life and conversation, inhabitants within the said parish of Bow, to read English, and to write well, and cast accounts, in a room there erected for that purpose, called the School Chamber, parcel or the said premises, without taking any reward for the same, otherwise than that the said trustees should permit the said school-master for his so doing, to have eight ninth-parts of the said school chamber, and also of the chamber at the east-end of the said school chamber, called the clock chamber, and of two under rooms, situate under the said clock chamber, and of that part or plot of the garden thereunto belonging, which was situate next adjoining to the window of the said clock chamber, on the south-side thereof, and eight ninth-parts of a plot of land, containing by estimation, 30 rods, lying next adjoining to the said garden, and eight ninth-parts of the said close, called Cross Park; and that such schoolmaster should receive the rents and profits thereof, during the time he should continue schoolmaster there, and faithfully perform his duty. And that in case any such schoolmaster, at any time, should not diligently attend his said school, or should not keep the premises so to be held by him, in repair, such schoolmaster should, from time to time, be removed by the said trustees from his said office, and another honest person, qualified as aforesaid, should, within one month, be elected in his place, and should hold such parts of the said premises, as the person so removed would have held if he had continued in such office, and should receive the rents and profits thereof, to his own use, subject to such penalty as aforesaid; and upon further trust, to place in the other parts of the said premises, three honest poor labouring men of the parish of Bow, not having then any other relief of the said parish, and to permit them to hold the same, and receive the rents and profits thereof to their own use, as follows, viz. one of such poor people to be placed in that part of the premises, which was called the Cross House, and to have such benefits and advantages of the fairs kept in Bow, as had been usually taken and received by the occupier of the said premises, and also to hold a plot for a garden, lying on the south side of the garden plot, which the said schoolmaster was to hold, as the same was then divided by a row of gooseberries planted there, such person paying for the same to the said parties of the second part, and their heirs, the yearly rent of 10s., the same being a yearly rent, payable to the feoffees of John Hoyle, for the poor of Bow, and a yearly rent of 3s. payable to the lord of the manor of Bow; and that, if any such poor person, placed in the said part of the premises, should not repair the same, but should suffer the same to be in decay for three months after notice, or if the said rents should be in arrear for three months, the said parties of the second part, and their heirs, should remove such poor person, and place another in the said parts of the premises, and that one other of the said three poor persons should be placed in the under room and garden plot adjoining, lying on the west side of the rooms and garden plot, to be held by the said schoolmaster; and that the other of such three poor persons should be placed in the room on the west side of the last mentioned room, and hold the garden plot on the south side of the said garden, as then divided by metes; such two last mentioned poor persons repairing the rooms they should hold, and the hedges and wall of their garden plots, and fencing the same from the highway leading from Bow town to the parish church; and in case of neglect thereof for three months after notice, to be removed by the parties of the second part and their heirs, and others, to be placed there; with a proviso, that when the number of the trustees should be reduced to three, the survivors should appoint others of good reputation, and having good estates within the said parish, to make up the number of seven, of whom the rector of Bow should always be one.

The trust premises consist of—

1.—A house, in part of which, including a portion of it which was formerly called the Cross House, the schoolmaster resides. Another part of the house is occupied by the predecessor of the present schoolmaster, now superannuated, and by a poor woman who acts as his servant, and the school chamber, is an upper room situate over the late schoolmaster's apartments.

A poor person used, formerly, to occupy the Cross House, paying a small rent to the schoolmaster, who also received a small toll from persons erecting standings in front of the premises, at the shoe fairs which are held twice in the year, at Bow; but of late years nothing has been received from this

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source, no standings having been erected on this spot. Rent is stated to have been paid to the schoolmaster for the last mentioned portion of the premises, when thus occupied, in consideration of his repairing the whole of them; and it is probable, that the departure from the donor's directions, which in this respect appears to have taken place, arose from the difficulty of procuring the necessary reparations to be done by the poor inhabitants. The premises are now in good repair. There is a garden adjoining to the house, which is now divided between the present and the late schoolmaster.

2.—A close, called the School Close, formerly the Cross Park, containing about 2½ acres, let by the schoolmaster to James Rowdon, as yearly tenant, at a good rent of 8l. per annum.

A rent of 10s. per annum is paid by the schoolmaster to the feoffees of Hoyle's charity, which was probably payable for the remaining ninth-part of the premises, not included in the conveyance from Mr. John Gould.

The schoolmaster, who is appointed by the trustees, in consideration of the tenement occupied by him, and of the rent of this close, which he receives, instructs ten poor children of the parish, also chosen by the trustees, in reading, writing and arithmetic, free of expense, having other scholars, for whose education he is paid by their parents.

GIFTS OF CHRISTOPHER LETHBRIDGE, OF EXETER, AND CHRISTOPHER LETHBRIDGE, OF PILTON.

It is stated in an inscription upon a tablet in the church of this parish, that *Christopher Lethbridge*, of Exeter, merchant, by his will, bearing date 17th November, 1669, gave to the parish of Bow an annuity of 5l. 10s. to be issuing out of the manor of Broad Nymet, and bestowed in a middle sort of bread, to be given to 24 poor people of Bow, by the churchwardens of the said parish, by equal payments, every Lord's-day, but to be given to none but such as should attend the church, and stay there during divine service and sermon, unless such as could not come thither, by reason of some infirmity or sickness.

Also, that *Christopher Lethbridge*, of Pilton, esquire, in 1713, gave to the churchwardens and overseers of the poor of the parish of Bow, and their successors, an annuity of 26s. to be levied out of a tenement called Green's Tenement, by distress, and distributed in bread by 12d. weekly, from the feast of All Saints to the 3d of May or Rudemas-day, to such poor people as should constantly frequent divine service in the said church.

The former of these annuities is paid by the steward of Sir Thomas B. Lethbridge, bart. in respect of the manor of Broad Nymet, and the latter by Mr. Samuel Wreford, in respect of a tenement in this parish, called Green's Tenement, an undivided part of which belongs to Hoyle's charity, to a baker, who has hitherto provided during the winter half year, bread to the value of 3s. 1d. per week; and during the summer half year to the value of 2s. 1d. per week, which has been distributed amongst poor persons of the parish attending divine service at the church.

The annual amount of these distributions is 6l. 14s. 4d. being 1s. 8d. less than the total of the two annuities which the baker receives; but we were assured that care shou'd be taken in future, that the donation of bread should be extended to the full annual amount of the annuities.

HOLE'S GIFT.

An inscription on a tablet in the church of this parish, states, that *John Hole*, in 1732, gave 10l. to the poor, the interest thereof to be distributed by the minister, yearly, on Christmas-day, for ever.

This sum has usually been held by the rector of Bow, for the time being. It is now in the hands of the Rev. Bouchier Marshall, the present rector, who pays 10s. as the interest of it, at five per cent. The interest used to be given away with the income arising from Hoyle's gift; and since the discontinuance of the distribution of that charity, it has been bestowed upon poor persons of the parish in clothing or money. The sum of 20s. for two years, in trust, was thus distributed at Christmas, 1822, under the direction of the schoolmaster of the parish, who acts as clerk to Hoyle's charity.

CHURCH LANDS.

By indenture of lease and release, bearing date 27th and 28th February, 1737, between Richard Tozer, surviving feoffee of the lands thereinafter mentioned, of the one part; and Christopher Lethbridge, esq. and eleven others, of the other part; the said Richard Tozer, for settling of the said lands upon such trusts as the same were then held by him, granted and enfeoffed to the parties of the second part, and their heirs, a chapel and parcel of land, containing, by estimation, three quarters of an acre, to the same appertaining, called Saint Martin's Chapel, and a house called Church House, situate on the south side of the parish church of Bow, and all those burgage houses, buildings, curtilages, orchards, gardens, lands and tenements theretofore in the occupations of Richard Fletcher, John Shilston, and William Smaldon, and a close called Martin's

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Park, all situate in the parish of Nymet Tracy otherwise Bow, upon trust, to bestow the rents and profits thereof to the repair and upholding of the parish church of Nymet Tracy, and in the buying of books for divine service, and for such other necessary uses in and about the said parish church, as the churchwardens of the said parish, for the time being, and a competent number of the most substantial parishioners, should deem meet.

No deeds relating to these lands, of earlier date than the foregoing, have been produced to us.

The last appointment of trustees was made by indentures of lease and release, bearing date 30th September and 1st October, 1774; of the trustees then appointed, William Hill was, at the time of our investigation, the only survivor. These deeds, in addition to the premises described in the former, specify a dwelling-house and garden, then in the possession of John Coombe. It had been proposed, previously to the time of our inquiry, to make a new appointment of trustees, and instructions had been given to a solicitor for that purpose.

The following is a Rental of this property:

No.	PARISH.	LESSEES.	TENEMENTS.	TERM.	RENT. £. s. d.	Estimated Yearly Value.
1	Bow	William Sweet	Part of a field marked by bound stones (the part belonging to the charity containing about three-quarters of an acre).	Yearly tenant.	2 0 0	Fair rent.
2	Do.	Samuel Gard	House and garden	do.	4 0 0	do.
3	Do.	Ed. Bibbings	Do.	do.	2 5 0	do.
4	Do.	T. Clement	Do.	do.	3 0 0	do.
5	Do.	J. Pugsley	Do.	do.	3 0 0	do.
6	Do.	H. Scott	Do.	do.	8 0 0	do.
7	Do.	T. Madge	Do.	do.	4 0 0	do.
8	Do.	Overseers of the Poor.	Six cottages, three in the church-yard called the Church houses, and three in the town called Chapel houses.	do.	3 0 0	
					29 5 0	

At Lady-day, 1823, previous to notice to quit having been given to all the tenants of these lands, they were let to them upon a valuation made by the parishioners assembled in vestry, all the rents being increased except those of Nos. 4 and 5, which had been raised about seven years before, and were considered to be of fair amount; and except that of No. 8, which it was not thought proper to increase, the cottages comprised therein, being held by the overseers of the poor, and occupied by poor persons of the parish, rent free. No 6, had been let for a term of years, which expired at Lady-day, 1823; the others had been let to yearly tenants, but the rents had not been raised for several years. Before the late increase, the amount of the rents was 20l. 11s. 6d. per annum. The houses are let, subject to repairs by the trust.

The rents are received by the churchwardens, and applied towards their general account, the annual average amount of the expenditure of which is about 33l. including the repairs of the houses belonging to the trust.

PARISH OF BURRINGTON.

Pyncombe Charity.

An annuity of 40s. is paid to a poor widow of this parish, in pursuance of the directions of Mrs. *Gertrude Pyncombe*, by which she enjoined her trustees to pay, yearly, out of the residue of the rents and profits of her estates, to 10 poor men, and 10 poor women, who should have no relief from the parish in which they lived, and should be resident in some of the parishes where her estates were situate, 40s. a-piece.

A detailed account of this charity, has already been given in our former Report.

Tossel's Gift.

Mr. *John Tossel*, who died in 1766, gave by his will 10s. per annum, to be issuing out of a farm called Halisbury, in the parish of Burrington, and to be distributed in wheat a few days before Christmas, among such poor persons of that parish as should have no monthly relief.

Although this gift is void under the

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Mortmain Act, the Rev. John Tossel Johnson, proprietor of the Halisbury farm, regularly pays the annuity, which is bestowed according to the testator's directions.

PARISH OF CHAWLEIGH.

Parish Lands.

The earliest trust deeds produced to us relating to this charity are indentures of lease and release, bearing date 25th and 26th August, 1775, whereby Christopher Northcote and Stephen Cann, described as the surviving trustees of the premises therein mentioned, conveyed to Richard Northcote, Edward Snell, William Pyke, Richard Vickery, Henry Reed, George Reed, John Cawsey, and William Snell, and their heirs, a messuage and tenement, with the appurtenances, with a meadow and parcel of land, thentofore in the possession of William Passmore, and afterwards of James Passmore, George Bird and Richard Vicary; a messuage, meadow, and parcel of land, called Tossells, thentofore in the possession of George Webber, and afterwards of George Webber, his son; another messuage and tenement, thentofore in the possession of Armival Webber, and late of the said George Webber, the son; a messuage and tenement, thentofore in the possession of Annica Botefield, and afterwards of Elizabeth Hill; a messuage and tenement, thentofore in the possession of Margaret Gope, and late of Thomas Bird; a house and garden, thentofore in the occupation of William Webber, deceased, and afterwards of Richard Heywood; and a house, called the Church House, next adjoining the churchyard, on the south side thereof, all in the borough of Chawleigh, to the use of the said parties of the first and second part, on trust, to apply the rents and profits of the said premises, or so much thereof as should be necessary, in and about the repairing, upholding, sustaining, maintaining, and keeping in good and decent repair the parish church of Chawleigh, and within one month after Michaelmas, yearly, to render a true account to the churchwarden, and two sidesmen, of the said parish of Chawleigh, in what manner the rents and profits of the premises had been applied; and if any overplus should remain in the hands of the trustees at the time of rendering such account, and the said parish church should be then in good and decent repair, and not want any immediate reparations, on trust, that the said trustees should, with the consent and approbation of the churchwarden, and two sidesmen, give and distribute such overplus to and amongst such poor indigent and needy persons, of the said parish of Chawleigh, as should be legally settled there, and not have monthly pay from the said parish, in such manner and proportions as the trustees, and the churchwarden and sidesmen, should in their discretion think most charitable and meet.

The last appointment of trustees was made by indentures of lease and release, bearing date 19th and 20th August, 1802, whereby the said John Cawsey and Henry Reed, as the surviving trustees, conveyed the above mentioned premises to the Hon. Newton Fellowes, the Rev. John Churchill, Christopher Northcote, John Snell, John Vickery, William Snell, Henry Reed the younger, Thomas Cawsey, Henry Reed of East Torrifield, and Edward Reed, and their heirs, to the use of the parties of the first and second part, upon the above mentioned trust. Of these trustees, John Cawsey, Henry Reed the elder, the Rev. John Churchill, John Snell and William Snell, have since died, and Henry Reed the younger, and Henry Reed of East Torrifield, never executed the trust deed, nor does it appear that they have acted in the execution of the trusts.

A tradition prevails in the parish, that this charity was established by one John Hill, who is stated to have held the office of churchwarden upwards of a century ago; but we have met with no evidence of such a donation.

There are also a school-room, and a house, occupied by the schoolmaster, rent-free. This house was repaired and converted to its present use in 1806, having previously been used for the habitation of poor persons. The shool-room forms part of the church-house, the residue of which has long been used by the parishioners for a poor-house, without the payment of any rent.

A chief rent of 13s. 4d. a year is paid out of this property to the Honourable Newton Fellowes, as lord of the manor of Chawleigh.

John Vickery, the lessee of the garden, No. 8 in the Rental, was a trustee at the time of the demise to him, and still continues so; it was, however, let to him, as the best bidder at an auction, and we are told that the present rent is its fair value. Although therefore the transaction was irregular, it does not appear to have caused any loss to the charity.

Auctions are usually held for letting the property; but the tenement, No. 6, was let by agreement between the trustees and the tenant, in consequence of its having become vacant about four years ago, a very short time before Lady-day, so that there was not sufficient time to give notice of an auction.

The houses are repaired by the trustees, with the exceptions of Nos. 3 and 9. The buildings on Nos. 2, 4, and 7, are stated to be in bad condition.

The expenses of the repairs of the poor-house have usually been defrayed by the parish.

The following rental contains a statement of the property belonging to the charity:

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Chawleigh	Robert Snell	House, garden, and 10A. 2R. 39P. of land.	Yearly tenant
2		Giles Woolway	House, garden, and 13A. 3R. 13P. of land.	14 years from Lady-day 1810.
3		Richd. Reed, now Thomas Reed.	Two houses, shop, offices and garden.	31 years from 1798.
4		John Greenaway	House, slaughter-house, & small garden.	Yearly tenant
5		James Dilling	House, blacksmith's shop, stable and garden.	14 years from Lady-day 1816.
6		Richard Passmore	House and garden.	Yearly tenant
7		Thomas Miller	Do.	Do.
8		John Vickery	Garden	Agreement for 21 years from March 1807, but no lease granted.
9		John Way, now Richard Cornell	Three houses and garden	99 years, now determinable on 2 lives.

The fine of 40l. received for the existing lease of the tenement, No. 9, was chiefly expended in the improvement of the school-master's house. This school is maintained partly out of the poor's rates, and partly by voluntary contributions.

The expenditure has consisted chiefly of the repairs of the trust premises, and of the church; but money and clothing have been occasionally given to poor persons of the parish, not in the receipt of parochial relief. These have been bestowed usually at the discretion of Mr. John Vickery, the treasurer of the trust funds; but in cases of doubt, he has applied for the sanction of the other trustees.

The following sums were thus bestowed from 1804 to 1818 :—

1804	10	15	0
1805	19	14	6
1806	11	2	6
1807	6	8	0
1808	13	2	6
1809	10	3	0
1810	9	15	0
1811	25	6	8
1812	22	6	6
1813	41	7	3
1814	33	6	0½
1815	21	13	11
1816	38	9	1
1817	6	18	3
1818	1	0	0

A charge of about 10s. per annum is incurred for furnishing entertainment to the tenants, on the payment of their rent, and expenses occasionally arise on the holding of auctions for letting the premises.

In consequence of expensive repairs done to the houses Nos. 1 and 6, and of the distribution to the poor of considerable sums in 1816, and the years immediately preceding, which are stated to have been bestowed with a view of preventing many poor persons from forfeiting their claim to the charity, by becoming burthensome to the parish, the trustees were in advance to the charity to the amount of 144l. 14s. 10d. This debt has since been discharged, and the sums of 50l. in 1820, 41l. 18s. 4½. in 1821, and 10l. in 1822, have been paid over to the

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Consideration	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
£. s. d.	£. s. d.	£. s. d.	
	27 0 0	Fair rent	An auction was held in 1817 for letting these premises, at which the tenant agreed to take them for a term, but he has since refused to execute his lease.
	33 0 0		The rent under the lease was 38l.; for the last five or six years, it has been reduced to its present amount. The premises have lately been let by auction for 14 years, to commence from Lady-day, 1824, at 37l. per annum.
10 10 0	8 15 0		This lease was not produced.
	3 10 0	do.	
	7 7 0	do.	
	5 0 0	do.	
	5 0 0	do.	
	1 12 0	do.	
40 0 0	0 15 0	5 0 0	In a dilapidated state when leased. One of the three houses has been built by the lessee since the lease was granted.
	91 19 0		

churchwardens, towards the repairs of the church. In consequence, however, of the proceedings in Chancery, hereinafter mentioned, nothing has been given to the poor since 1818; and the trustees, for the purpose of accumulating a fund to meet the expenses of the suit, have, in the year 1823, forborne to contribute any sum towards the repairs of the church. It is stated to us, that the consequence of the cessation of the distribution to the poor has been, that many of those who had previously been enabled to maintain themselves without relief from the parish, have become chargeable. An increase has also necessarily taken place in the church rates.

The trustees have paid to their solicitor in the suit 25l. towards the costs thereof. At the time of our inquiry, on the 10th of October, 1823, there was a balance in the treasurer's hands, of 97l. 0s. 3¾.

It appears formerly to have been the practice to keep but one account of the expenditure of the churchwardens. Some church rates were then collected, and the balance of the account in each year, was paid by the trustees; but, in 1800, a division of the account took place, under the direction of the Honourable Newton Fellowes, the Rev. J. Churchill, the late rector, and others of the trustees, and from that time two distinct accounts have been kept by the churchwardens, one comprising the charges for the repairs of the church which have been defrayed by the trustees, and the other for all other matters relating to the church, which have been paid by church rates.

It does not appear that the trustees have strictly attended to the directions of the trust deed, by rendering an account to the churchwardens and sidesmen within a month after Michaelmas; but the accounts of the treasurer have been audited annually about Lady-day, the meeting of trustees for this purpose being usually attended by Mr. Fellowes, and the rector.

In 1818, an information was filed in the court of Chancery, by the attorney-general, at the relation of Christoper Northcote, esq: one of the above mentioned trustees, against the Honourable Newton Fellowes, Edward Reed, John Vickery and Thomas Cawsey, the survivors of the acting trustees, under the trust deed of 1802.

In this information, as amended subsequently to the answers of the defendants being put in, it is charged, that the parish of Chawleigh had been since 1787, and then were, assessed to church rates, which had been applied to keep the parish church in repair; that no part of the rents and profits of the trust lands had been paid towards such repairs, and therefore that the whole of them ought to have been applied to the relief of the poor of the said parish; that the said lands, if properly let, would produce an annual rent of 115l. and upwards;

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that the rents had not been applied for the benefit of the poor of the said parish; that the lands had been improperly let, so as only to produce the annual rent of 87l. 10s; that the defendants had applied the rents to the payment of some debts, alleged to be due to them, or some other persons, for purposes foreign to the object of the charity. And after setting forth certain accounts of the defendants, in which it was stated, that their receipts from 1802 to 1817, from the charity estates, had been 1,300l. 12s. 2d. and their expenditure during that time, for sums paid to the churchwardens, 201l.; for property and other taxes on the estate, 115l. 7s. 7d.; for repairs of the premises, 663l.; and for the relief of the poor of Chawleigh, 258l. 4s. 1d; leaving a balance due to the trustees from the charity of 144l. 14s. 10d.; the information charges, that the funds had been in various specified instances of the said accounts misapplied; that larger sums were charged as having been distributed to the poor than had in fact been so distributed; that the trustees had lands adjoining to the charity lands, and had thrown down the fences, and intermixed such lands with their own; that they had removed a stone, fixed to part of the buildings, belonging to the charity, and had converted some of the almshouses, belonging thereto, into a schoolroom and house for the schoolmaster, who was not an inhabitant of the said parish, and which school was not of any benefit to the parish, as the scholars educated there were not selected from the inhabitants thereof; and it was by the said information prayed, that it might be referred to one of the masters of the court to ascertain the value of the lands in 1802, the boundaries of the charity estate, and the extent of the damage done by the destruction of the hedges, and the removal of the stone, before mentioned; that an account might be taken of the sums of money which the defendants ought to have received, on account of the rents and profits of the said premises, and of their application of the rents, and that they might be charged with the amount of the difference between the real annual value of the lands, and the rent at which the same had been let, and with the amount of the damage sustained by removing the boundaries; and that they might be removed from being trustees of the charity, and proper persons appointed in their stead.

The defendants, John Vickery, and Thos. Cawsey, in their answer, deny that the church rates had been applied to the repairs of the church, which they state to have been defrayed out of the rents and profits of the charity estates; they also deny that the said estates would produce greater rents than those for which they were then let, and that any misapplication of the rents and profits of the charity property had taken place. It is further stated, that every part thereof had been let to the highest bidder by public auction, except the tenement, No. 6, which had been let by private contract for the best rent that could be obtained; that since they had been trustees, the churchwardens had, from time to time, caused whatever repairs had been wanting in the church to be done, and had been reimbursed by the defendants out of the rents and profits of the trust estates, and that they had paid the several sums mentioned in their accounts to the churchwardens, in respect of repairs done to the church; that the sums expended by them in the repairs of the trust premises, had been beneficially laid out, and that of the sums paid by them for taxes, 68l. 1s. 2d. had been refunded to them, in respect of the property-tax; that they had never made overcharges in their accounts, nor had broken down any fences of the trust premises, with a view of intermixing the lands of the charity with their own lands, nor had removed any antient mark or stone affixed to any part of the buildings belonging to the charity. And the defendants admit, that they had converted an old building, formerly an almshouse, part of the trust property, and a room near thereto, which was no part of such property, but had been considered to be appropriated for the benefit of the poor, into a schoolroom and dwelling for a schoolmaster and mistress, for the benefit of the children of the poor inhabitants of the said parish; that the said almshouse was not productive of any income to the charity, and that the other tenement had been occupied by a widow, under an agreement that she was to hold it for life rent free, and that the parishioners were so sensible of the necessity of establishing the said school, that in order to have the said tenement for the schoolmaster, they had agreed to provide a lodging for the said widow, and to pay for the same out of the poor's rates; that such appropriation was made, with the consent of the churchwardens and parishioners, and had been of great benefit to the poor inhabitants of the said parish, and that there had been constantly since the establishment of the school, 12 children of the said poor inhabitants receiving their education there gratuitously. The answers of the other defendants refer to the above answer.

In June, 1822, this cause was referred to one of the masters of the court, who was directed to take an account of the rents and profits of the property belonging to the charity, received by the defendants since the 3d of February, 1812, being six years prior to the filing of the information, and of their application thereof; and the said master was further directed to inquire and state,

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whether any of the hedges or boundaries of the charity lands have been destroyed or removed.

We are informed, that the charge in the information of removing fences, relates to the building of a pig-stie, adjoining to the garden held by John Vickery, which the depositions on the part of the relators state to have been erected partly on the charity land, but that this is denied by affidavits on the part of the defendants.

At the time of our investigation (September, 1823), the master had not made his report. As the matters in controversy in this suit, will probably receive a judicial decision, we think it right to forbear making any observations on them. We may, however, remark, that it appears to us to be the interest of the parishioners of Chawleigh, and particularly of the poorer class, that the suit should be brought to a conclusion as speedily and with as little expense as possible.

POOR'S MONEY, INCLUDING ARAM'S GIFT.

The earliest trace we find of the poor's money, is in the churchwarden's account for 1741, in which it is stated, that there was due from several persons the sum of 46l. for the use of the parishioners of Chawleigh, the year's interest whereof had been paid by them to the then churchwarden; and in the disbursements of the same year, the sum of 2l. 6s. is stated to have been paid for bread, "which was distributed as usual." From that period, to 1774, a sum usually amounting to 2l. 6s. but, with occasional variations, is accounted for as distributed in the same manner. About this time, as appears from a tablet in the church, *Humphrey Aram*, esquire, bequeathed, by his will, to the poor of this parish, 40l. the interest of which was to be given in bread yearly, for ever, on the feast of Saint Thomas the Apostle, and the legacy was probably paid to the churchwardens, for from 1774 to 1787, the sum of 1l. 16s. 9d. is stated to have been annually received and distributed on account of the "Poor's Money," and sums, varying from 1l 12s. to 1l. 4s. in respect of Aram's gift. In 1787, credit is given for several sums, amounting in the whole to 51l. 5s. as paid into the hands of the churchwarden, and interest for 20l. more is brought to account. In this year, considerable sums appear to have been laid out in the repairs of the church. From 1787, the sum of 16s. is accounted for annually, as received for interest, until 1796, when the said sum of 20l. is stated to have been received by the churchwardens.

From 1796, no interest in respect of either of the above charities, is accounted for as received; and the sums distributed in bread, appear to have been, with a few trifling variations, for the Poor's Money, 1l. 16s. 9d., and for Aram's gift, 1l. 12s. until 1803, when these two annual sums were charged to the account of the trustees of the parish lands, and so continued until 1806. From that time, sums of nearly the same amount were paid yearly out of the poor's rates, until the year 1818, when the distribution, in respect of the poor's money, ceased, but a sum rather exceeding 2l. has been since annually distributed in bread, in respect of Aram's gift, out of the poor's rates. This bread, which has been given on Saint Thomas's day, together with that derived from Webber's gift, hereinafter mentioned, is distributed by the churchwardens amongst such of the poor of the parish as attend at the vestry-room for that purpose. The bread, which was formerly given in respect of the Poor's Money, was bestowed on the same class of persons usually on Good Friday.

It appears from the above mentioned statement, that the principal, both of the Poor's Money, and of Aram's gift, became blended with the parochial funds; we think that the parishioners will do well to resume the distribution of bread in respect of the interest of the Poor's Money.

WEBBER'S GIFT.

Thomas Webber, by his will, bearing date, 20th May, 1696, gave to the poor of this parish, 10s. in bread, to be distributed among them on Saint Thomas's-day, for ever.

The annuity is payable out of a garden in the parish of Pilton, in this county, called Yeolands, the property of Miss Reid. The parishioners of Chawleigh do not appear to have been aware of their claim to it, for several years previous to the year 1804; since that time it has been paid on demand to the treasurer of the trustees of the church and poor's lands, and bread to the value of 10s. has been given annually on St. Thomas's-day, amongst the poor of the parish, at the time of the distribution in respect of Aram's gift, hereinbefore mentioned.

PYNCOMBE'S CHARITY.

An annuity of 40s. is paid to a poor widow of this parish, in pursuance of the direction given by Mrs. Pyncombe to her trustees, that they should pay yearly out of the residue of the rents and profits of her estates, to 10 poor men and 10 poor women, who had no relief from the parish in which they lived, and were resident in some of the parishes where her estates were situate, 40s. a-piece.

A detailed account of Mrs. Gertrude Pyncombe's charity, will be found in a former part of this Report.

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Churchill's Gift.

The Rev. *John Churchill*, late rector of this parish, who died in 1818, by his will, gave 50l. free and clear of all taxes or duties, to the churchwardens and overseers of the poor thereof, and directed that the said sum should be placed out at interest on good security, with the approbation of his successor for the time being, and that the interest should be applied for the benefit of the industrious and deserving poor of the parish, either in bread, or in such other manner as his successors in the said parish, and the said churchwardens and overseers, together with the principal inhabitants, and the executors of his will, should judge most conducive to the interest of religion and virtue.

The above mentioned sum of 50l. was paid without deduction, and was invested in December, 1818, in the Devon and Exeter savings bank, in the names of the Hon. Newton Fellowes, and the Rev. Pelham Fellowes Clay, the present rector of Chawleigh. The interest had been suffered to accumulate until the time of our inquiry, in September, 1823, and it appeared from a statement of the account of these trustees with the bank, that the sum due to the charity on June 30th, in that year, was 59l. 14s. 7d. It was proposed to permit the accumulation to extend to 60l. and then to apply the interest thereof for the benefit of the industrious and deserving poor of the parish, in such manner as might effectuate the intentions of the testator.

PARISH OF DOLTON.

Poor's Money.

It is stated in the Returns made to Parliament in 1786, that there was at that time in the hands of the minister and churchwardens of this parish, 24l. 10s. producing 1l. 4s. 6d. annual interest, which was distributed amongst labourers not receiving parish relief; but that it was unknown by whom the principal sum had been given. It appears to have been customary to place this sum in the hands of the churchwarden and the two overseers of the parish for the time being, in equal portions of 6l. 2s. 6d.; and we find entries in the parish account book, as far back as 1750, of such an appropriation of the money at interest; but in 1815 the principal sum was laid out, together with 15l. 10s. paid out of the poor's rates, in the purchase of a term of 2,000 years in three dwelling-houses and a court-yard, situate in the parish of Dolton, and now used as the houses for the reception of the poor.

The sum of 1l. 4s. 6d. is annually paid out of the poor's rates, in respect of the above mentioned sum of 24l. 10s. and is distributed after morning service on the Sunday after Midsummer-day, among such of the poor labouring men of the parish as do not receive regular parochial relief.

It is not stated in the purchase deed of the poor-houses, that the said sum of 24l. 10s. formed part of the consideration money given for them; but it is considered in the parish that they are a security for that sum.

Jenn's Gift.

By indenture, bearing date 31st December, 1809, between *Grace Jenn* of the one part, and the Rev. William Carslake, rector of Dolton, John Hooper, churchwarden, and John Shute and John Stanbury, overseers of the poor of the same parish, of the other part; reciting, that the said Grace Jenn, being charitably disposed, had paid into the hands of the said parties of the second part, the sum of 100l. upon the trusts thereinafter expressed; it was declared by all the said parties, and the said Grace Jenn directed, that the said parties of the second part should stand possessed of the said sum upon trust, to invest the same at interest in any of the stocks of Great Britain, or on real security, and should yearly, on 11th January, distribute the dividends thereof amongst the poor and necessitous parishioners of Dolton, in such shares, and to such of them as the rector, churchwardens, and overseers of the poor of the said parish for the time being, in their discretion should think fit.

This sum of 100l. was laid out in 1810, in the purchase of 117l. 19s. 10d. stock in the 4 per cents, in the names of the Rev. William Carslake, John Arnold and John Cooper, and the dividends thereof, amounting to 4l. 14s. 4d. per annum, are received by Mr. Carslake, and distributed on 11th January, annually, amongst all the poor persons of the parish, without reference to their receiving relief or not.

Miss Jenn is still living, and has been accustomed to add a small sum to the dividend, in order to make it up 5l.

PARISH OF DOWLAND.

Stafford's Gift.

By indenture, bearing date 14th April, 1671, between *Hugh Stafford* the elder, of the one part, and Simon Underhill the elder, and William Lovaton, churchwardens, and Hugh Beer, and Henry Grater, overseers of the poor of this parish, of the other part, the said Hugh Stafford granted unto the parties of the second part, a yearly rent charge of 50s. to be issuing out of the sanctuary lands, sheaf, and impropriation of the rectory of Dowland; to hold to them and their successors in the said offices, from the

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day of the death of the said Hugh Stafford, for 1,000 years, to be payable on the feast of St. Thomas, for the use and benefit of the poor and indigent people of the said parish, and to be by them, or one of them, forthwith distributed, with the assistance and advice of the said Hugh Stafford's successor or under-tenant, that should inhabit his dwelling house in Dowland, wherein he then dwelt, amongst the said poor people.

The sanctuary lands and great tithes of Dowland are the property of Sir Stafford Henry Northcote, bart.; Mr. Henry Hooper, his tenant, who resides in the ancient mansion of Dowland Barton, distributes the annuity of 50s. at a parish meeting about Christmas, yearly, amongst such of the poor of the parish as do not receive parochial relief, in small sums, according to their necessities, and the numbers of their families. A list, containing the names of each poor person, and the sums distributed is annually made out, and has been kept for many years.

POOR'S MONEY.

In the Returns made to Parliament in 1786 it is stated, that the sum of 10l. of which the donor was unknown, had been given for the benefit of poor labourers of the parish, and was at that time vested in the churchwardens and overseers, producing an interest of 10s. per annum.

The sum of 10s. has been annually for many years paid out of the poor's rate, and distributed at the same time and to the same description of persons, as partake of Stafford's gift.

CHURCH HOUSE.

By deed of feoffment, bearing date 15th May, 1753, John Heard and two others, granted and enfeoffed to Sir Stafford Northcote, bart. and eight others, and their heirs, a messuage and dwelling-house, called the Church House, at Dowland, with power of appointing new trustees when those then appointed should be reduced to four, three, or two, at the election of the churchwardens for the time being, and of four other parishioners.

This house, which is repaired out of the poor's rates, and is stated to be in good condition, is occupied by paupers of the parish.

PARISH OF EGGESFORD.

CHURCHILL'S GIFT.

The Reverend *John Churchill*, late rector of this parish, who died in 1818, by his will, gave 25l. free and clear of all taxes or duties, to the churchwardens and overseers of the poor of this parish; and he directed that the said sum should be placed out at interest, on good security, with the approbation of his successor for the time being, and that the interest thereof should be applied for the benefit of the industrious and deserving poor of this parish, either in bread or in such other manner as his successors in the said parish, and the said churchwardens and overseers, together with the principal inhabitants, and the executors named in his will, should judge most conducive to the interests of religion and virtue.

This legacy appears to have been paid without deduction for duty, and was deposited in the Devon and Exeter savings bank, in 1818, in the names of trustees; the interest was permitted to accumulate from that time until the 30th June, 1823, when an account was taken with the bank, and there appeared to be due to the trustees, for principal and interest, 29l. 17s.

At the time of our investigation (Sept., 1823), as interest for another half-year would be due in the ensuing December, it was proposed to increase the principal sum to 30l. and to apply the residue of the interest to the purposes contemplated by the testator.

PARISH OF FRITHELSTOCK.

POOR'S LAND AND POOR'S MONEY.

By indenture, bearing date 23 June, 1694, between George Blinch, Robert Mills, and William Bennett, of the one part; and John Gage and several others, trustees on behalf of the poor of the parish of Frithelstock, of the other part; reciting a lease from John Sparke and others, to William Bennett, father of the said William Bennett, dated 1st August 1583, of the Sand Park, the Lower Park, the Rixe Park, the Weston Garden, and three days mowth in the east side of East Chill Meadow, and the part in the commons belonging to the said premises, all in the marsh of Black Torrington, for the term of 999 years, at the rent of a pepper corn, and reciting several assignments of the same lease, the said George Blinch, Robert Mills, and William Bennett, in consideration of 50l. paid by the said John Gay and others, theretofore given, and then belonging to the poor of the parish of Frithelstock, granted and assigned the said premises to the said John Gay and others, for the residue of the said term of 999 years, upon trust, that they should receive the rents of the said premises, and distribute and divide the same amongst such poor and necessitous people of the said parish, for their more comfortable maintenance and relief, as to them should seem most meet; and that the said trustees should at all times give an account of the disposal of the profits of the said premises to the parishioners of the said parish, as

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often as they should be required; with a power of appointing new trustees when they should be reduced to two or three.

The last trust deed of these lands is dated 5th August, 1795, under which three trustees are now living.

The property of the charity consists of about five acres of arable land, with about three acres of mowth in Chill meadow, and a right of common on about 200 acres adjoining the estate. A part of the common has been lately inclosed and brought into cultivation by the farmers of the parish of Black Torrington, and the tenant of this estate has thus inclosed seven or eight acres. The estate was let by auction, to John Knight, for a term of seven years, from Lady-day, 1816, at the yearly rent of 8l. 16s. who afterwards assigned the lease to his brother James Knight; the latter paid the rent reserved to Lady-day, 1821, but was allowed a deduction of 16s. for the year ending Lady-day, 1822. At the time of our inquiry, a year's rent was due from him to Lady-day, 1823, out of which the same allowance had been agreed to be made to him, and the trustees had contracted with him for a further term of seven years, at the rent of 8l. which is considered to be the fair value of the lands.

The rent is received usually between Midsummer and Michaelmas, by the trustees, and notice is then given in the church of a meeting for its distribution. A list is made out by the trustees, of poor labourers' widows, and others of the parish, some of whom do and some do not receive parish relief (excluding such persons as have only one child) and the rent is distributed amongst them by the trustees and chief parishioners, in sums proportioned to the numbers of their families, usually varying from 5s. to 1s. When it has been necessary for the trustees to view the estate, a small sum has been charged for the expense of their journies. In the distribution for 1822, the sum of 2s. 6d. was allowed for the expenses of the meeting, the tenant having attended at the time to pay his rent. In 1821, a tree was cut down on this estate, and was sold for 1l. 10s. which sum was added to the distribution for that year. The annual sum of 20s. is also received at the time of the distribution, by the trustees, from the overseers of the poor of Frithelstock, and is distributed with the rent; this is paid as the interest of 20l. which sum, probably, formed a part of some donations, amounting to 77l. recorded, together with Stevens's gift, hereinafter mentioned, on a tablet in the church, out of the residue whereof 50l. is supposed to have been invested in the purchase of the above mentioned leasehold premises. The sum of 20l. has been lent out at interest; but for some time had been unproductive in the parish chest, till nearly 20 years ago, when a poor-house was built at the expense of about 70l. towards which the sum of 20l. was applied. A promissory note was given for it by the overseers of the poor, at that time, and the interest has since been regularly paid.

Stevens's Gift.

It is stated in the Returns made to Parliament in 1786, that *Richard Stevens*, by will, in 1727, gave to the poor of this parish not having constant relief, the sum of 30l. then vested in Henry Stevens, and producing the annual interest of 1l. 10s. This donation is also commemorated on a tablet in the church, which mentions, that the charity was to be distributed yearly, on the 26th of December, (Saint Stephen's day.)

It appears that the sum of 12s. which is supposed to have been the interest of 12l. part of the above mentioned legacy, was annually paid out of the poor's rates, until the 26th of December, 1821, inclusive. The residue of the legacy, amounting to 18l. was for a long time in the hands of the late Mrs. Fortescue, of Buckland Filleigh, who died in 1821, and paid 18s. per annum in respect of it, to the time of her death. No interest had been paid either by the parish or the representatives of Mrs. Fortescue, in the interval between December, 1821, and the time of our inquiry, which took place in September, 1823; but we have been informed by Colonel Fortescue, her husband and executor, that he has given his steward directions to pay the principal sum, together with the interest due thereupon, amounting at Christmas, 1823, to 1l. 16s. It appears to us, that this sum, when received by the churchwardens, should be placed in a savings bank. We are likewise assured, that the annual payment of 12s. shall be resumed by the parish.

Whilst the interest was paid, it was distributed on the day above named by the parish officers, amongst all the poor labourers of the parish, and a list was made of the names of the poor persons who shared the distribution.

It is stated in the above mentioned returns, that *Elizabeth Gay*, in the year 1735, and *James Gay*, in 1742, gave by their respective wills, the former 10l. and the latter 5l. for teaching poor children of this parish, producing an annual interest of 15s. We were able to obtain no farther information relating to these gifts.

Melhuish's Gift.

It was stated to us, that *Mary Melhuish* who died about the year 1794, gave by her will 50s. per annum, for teaching poor children of the parish of Frithelstock; but on reference to her will, no such bequest is

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found. We understand, that this annual sum was paid by her in her life-time for the above mentioned purpose, and has been continued by her representetives since her decease ; but we have not been able to find any document, showing that this has been more than a voluntary payment by them.

PARISH OF HIGH BICKINGTON.

PYNCOMBE'S CHARITY.

In the account of the charities of the parish of Poughill, in our former Report, it was stated, that Mrs *Gertrude Pyncombe* directed, that out of the rents of her estates given to trustees for charitable purposes, 10l. shou'd yearly be paid to the parish of High Bickington, 6l. thereof for a schoolmaster, and 4l. for a schoolmistress, for instructing so many poor boys and girls of that parish, the boys in reading and arithmetic, and the girls in reading, according to the direction of the parson, churchwardens and overseers, as might be taught for those sums.

The annual sum of 6l. is paid to a schoolmaster, and of 4l. to a schoolmistress, of this parish, by the steward of the trustees of this charity, for the instruction of poor boys and girls of this parish. They are first sent to the schoolmistress, who teaches them to read, and then to the schoolmaster, who teaches them to read and write. Twelve children are thus instructed by each of these persons.

Four poor persons of this parish, men or women, not receiving parish relief, recommended by the rector and churchwardens, receive annuities of 40s. each from this charity, under Mrs. Pyncombe's directions to her trustees, to pay annual sums of that amount to 10 poor men and 10 poor women, not having relief, and residing in some of the parishes where her estates were situate. The poor persons receiving this benefit are in this parish, changed once in two years.

TUCKER'S GIFT.

Joshua Tucker, by his will, in 1721, gave to the poor of the parish of High Bickington, 40l. to be employed to the best advantage, and the income thereof to be given to the said poor, every Christmas-day, by the rector and churchwardens there, for the time being, who were to be trustees for the same, and whom he desired to take care that the charity was not lost or embezzled.

This sum is now in the hands of the Rev. W. P. Stawell, rector of this parish, who pays 2l. as the interest thereof, at five per cent. about Christmas, in every year ; notice is given of a meeting for the distribution of the interest, which is then given away by the rector and churchwardens amongst the poor persons of the parish, whether receiving relief or not, in sums proportioned to the numbers of their families.

PARISH OF LAPFORD.

ARUNDEL'S GIFT.

It is stated in an inscription upon a tablet in the church of this parish, that *Alexander Arundel*, clerk, patron of Lapford, gave to the poor of this parish, 20s. yearly, for ever, (to be paid the Sunday after the 6th of October, 1627, but no poor body to have at each time less than 6d.) out of a tenement in Bishop Morchard, called Rudge Arundel.

The Rev. William Radford, the present rector of Lapford, is the owner of the tenement called Rudge Arundel, and pays the annuity of 20s. which is distributed by the rector, churchwardens and overseers of the poor, amongst poor persons of the parish not receiving regular relief, in small sums ; a list being previously made out of the poor of the above mentioned description, who are considered to stand most in need of it.

In consequence of the smallness of the sum to be given away, and of the poor of the parish being numerous, the distribution has not of late been made annually, but once in a few years. It has not taken place on the day stated in the tablet. The last distribution was in January, 1821, when the sum of 5l. was given away for five years payment of the annuity.

PARISH OF NORTH TAWTON.

CHURCH LANDS.

By indentures of lease and release, bearing date 27th and 28th March, 1721, between John Durant, and another, of the one part ; and Richard Hole, and six others, of the other part ; reciting, that the said parties of the first part, were seised in fee to the use of the parishioners of North Tawton, in trust, for the repairs of the church of that parish, of the messuages and tenements thereinafter mentioned ; the said parties of the first part granted to the said parties of the second part, and their heirs, an antient tenement, cottage and garden, lying in the parish or borough of North Tawton, a house and garden thereunto belonging, theretofore part of the said antient tenement and garden ; a tenement and garden situate in North Tawton, aforesaid ; a house and curtilage on the east side of the said house ; a tenement and curtilage adjoining ; and a house, curtilage and garden, within the said borough and parish, together with the linhay thereon ; and a dwelling-house, some time an antient barn, and a

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piece of arable land adjoining, containing by estimation, half an acre, lying in the said borough and parish, upon trust, that they should pay over the clear rents and profits of the said premises to the churchwardens of the said parish for the time being, towards the repairs of the said parish church; with power to the said feoffees, with the consent of the churchwardens of North Tawton, for the time being, and of the

No.	PARISH.	OCCUPIERS.	TENEMENTS.
1	North Tawton	James Pillman	Two cottages, workshop and garden
2		Sarah Joceland	Cottage
3		John Hole	Do.
4		John Wilcocks	Do.
5		James Taylor	Do.
6		Roger Wilcocks	Do.
7		William Taylor	Do.
8		William Hooper	House and part of garden
9		Thomas Clotworthy	Other part of the same garden and ½ linhay
10		John Hooper	Cottage and garden

The yearly sum of 7s. is paid out of a piece of ground in the parish of North Tawton, called Lady Meadow, belonging to the Hon. Newton Fellowes
And the yearly sum of 2d. out of a small garden within the borough, called Boar's Meadow, in the occupation of William Hooper
A chief rent of 9d. is payable out of the trust property to the Hon. Newton Fellowes, as lord of the manor.

The premises described in the above abstracted deed, as a house, some time an antient barn, and a piece of arable land adjoining, now form the house and garden Nos. 8 and 9 in the rental, occupied by William Hooper and Thomas Clotworthy.

The tenements when vacant, are let at the parish meeting, holden at Lady-day, upon the valuation of the parishioners.

The rents are carried to the churchwardens general account; a part of them is applied to the repairs of the several cottages, and the residue is expended in the repairs of the church.

School Lands.

By indenture, bearing date 29th Sept, 1783, between William Skinner, the only surviving trustee, named in the thereinafter recited indenture, of the one part, and the Rev. Richard Hole, rector of the parish of North Tawton, sole executor of the will of the Rev. Thomas Hole, of the other part, reciting, that by indentures of bargain and sale, bearing date 22d and 23d September, 1746, made between Richard Hole, clerk, since deceased, uncle of the said Richard Hole, party thereto, of the one part, and John Luxmoore, the said William Skinner and John Skinner, and Samuel Ware, of the other part; the said Richard Hole, for the better education of poor children of the parish of North Tawton, in reading, writing and arithmetic, and for the better support of a charity school there, and in order to make some provision for the then master of the said school, and his successors for ever, for instructing poor children of the said parish, granted to the said John Luxmoore and others, and their heirs, his one-tenth part of certain messuages, lands and tenements in Upcott, or called Upcott, with common of pasture for all manner of beasts and cattle, in a close called Wooden, which premises were situate within the parishes of North Tawton, and Zeal Monachorum, on trust, to pay yearly the clear rent and profits thereof unto the schoolmaster of North Tawton, for the time being, and to his successors, who should be duly appointed by the said trustees and their heirs, together with the rector of North Tawton aforesaid, for the time being, to educate youth in reading English and arithmetic, for his better livelihood and maintenance; provided that such schoolmaster should yearly instruct ten poor children of the said parish of North Tawton, in reading English, writing and arithmetic, as the said trustees and their heirs, and the said rector, should nominate; and further reciting, that the said indenture was enrolled in the court of Chancery, on 22d January, 1746; and that the said trustees had ever since the date of the said indentures of bargain and sale, been in the receipt of the rents and profits of the said tenth part of the said premises, and had applied such rents and profits upon the aforesaid trusts; and that the said Wm. Skinner, as surviving trustee, was desirous to convey the said tenth part unto the said Richard Hole, party thereto, and his heirs;

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parishioners, to lease the premises for 21 years, and for the appointment of new trustees, upon the deaths of any five of those then appointed.

The last trust deeds bear date 10th and 11th July, 1820, and of the trustees then appointed, six are now existing.

The following Rental contains a statement of the property of this trust :—

TERM.	RENT.	Estimated Yearly Clear Value.	OBSERVATIONS.
14 years from 25 March, 1819.	4 4 0	4 4 0	The tenant repairs the premises.
Yearly tenant	1 10 0	0 15 0	Nos. 2, 3, 4, 5, 6, 7 and 8, are very old buildings, and repaired by the churchwardens, the cost of which is nearly equal to the amount of the rents. They are occupied by paupers, who are frequently in the receipt of parochial relief & defaulters in the payment of rent.
do.	1 10 0	0 15 0	
do.	2 0 0	1 0 0	
do.	2 0 0	1 0 0	
do.	1 10 0	0 15 0	
do.	1 10 0	0 15 0	
do.	5 10 0	2 10 0	
do.	2 2 6	2 12 6	The tenant does the repairs.
do.	6 0 0	6 0 0	Do.
	0 7 6		
	0 0 2		
	28 3 8		

the said Wm. Skinner granted to the said Richard Hole and his heirs the said one-tenth part of the said premises, upon the trusts expressed in the above mentioned indenture of 23d September, 1746.

It appears from a letter of the above mentioned Rev. Richard Hole, bearing date 13th May, 1783, that he had made an arrangement for the sale of the tenth of Upcott, to a person of the name of Honeychurch, for the sum of 157l. 10s provided that it should meet with the approbation of the trustees; and that he proposed to sell them an estate called West Newton, for the sum of 200l. (for which tenement he stated himself to have been offered, some time before, 250l.) to be appropriated to the same uses to which the portion of Upcott was applicable.

In pursuance of this arrangement, by indentures of lease and release, bearing date 6th and 7th November, 1783, between the said Richard Hole, of the first part, Andrew Arnold and three others, churchwardens and overseers of the said parish, of the second part; and Richard Hole the younger, eldest son and heir of the said Richard Hole, party thereto, and William Skinner, of the third part; the said Richard Hole, in consideration of 200l. expressed to have been paid by the said parties, of the second part, out of monies in their hands belonging to the parish of North Tawton, granted to the said parties, of the second and third parts, and their heirs, a messuage and tenement called West Newton, situate in the parish of Zeal Monachorum, then let at the yearly rent of 8l. upon trust, that they should yearly pay the clear rents and profits of the said tenement to the schoolmaster at North Tawton, for the time being, and his successors for ever, who should be, from time to time, appointed by the said Richard Hole, clerk, Richard Hole the younger, and William Skinner, and the rector of North Tawton, for the time being, and after their several deaths, to such schoolmaster and his successors for ever, as should from time to time be appointed by the rector and churchwardens of North Tawton for the time being, to teach youth, in reading English, writing and arithmetic, for the more comfortable support and maintenance of such schoolmaster as aforesaid, provided that such schoolmaster should diligently and faithfully instruct such ten poor children of the said parish as aforesaid, as the said Richard Hole, clerk, Richard Hole the younger, William Skinner, and the said rector should during their lives nominate, and after their deaths, as the said rector and churchwardens, for the time being, should nominate.

Upon the release is an endorsement, importing that the churchwardens and overseers had, on 7th November, 1783, received of the said Rev. Richard Hole, 157l. 10s., the consideration money mentioned in certain indentures of lease and release, bearing date 28th and 29th September then last past, for the conveyance to the use of Samuel Honeychurch, and his heirs, of the undivided tenth part of the tenement called Upcott.

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Of the trustees mentioned in the last mentioned deeds, Andrew Arnold and William Skinner only are now surviving, and it appears proper that the trust should be renewed.

In the Returns made to Parliament in 1786, it is stated that the amount of the purchase money of this estate was 218l. 17s. 6d. which sum probably included the expenses of the purchase, and to make up which 61l. 17s. 6d. taken from the parish stock, was added to the 157l. 10s. produced by the sale of the tenth part of Upcott. We are informed that there was formerly a sum of 50l. lent on bond, to an inhabitant of North Tawton, the interest of which, at four per cent, used to be received by the schoolmaster; and that this sum was paid to the parish officers, and formed part of the purchase money of West Newton. It is not known from whom this sum of 50l. was derived, but it is conjectured that 20l. of it arose from the gift of Christopher Kelland to the school, hereinafter mentioned.

The estate called West Newton, consists of a farm house and out buildings, and about ten acres of land, late in the occupation of John Foss, who died in August, 1823, to whom a lease for 14 years from Michaelmas, 1811, was granted at the rent of 18l. 18s. the lessee covenanting to repair during the term, and the lessors to put the premises in repair before Lady-day, 1813. This lease was granted by public survey, and the rent being found too high, was reduced at the end of the first year from 18l. 18s. to 14l. 14s. which is stated to be the full value of the premises.

John Foss, before his death, had given up the possession of the property to John Wadman, and the trustees have agreed to let him retain the possession during the remainder of the lease, which will expire at Michaelmas, 1825, at the same rent of 14l. 14s. Notwithstanding the covenant to repair, allowances are made to the tenant for the repairs of the walls, doors and floors of the house. The buildings are in fair repair. The rents are received by Mr. John Skinner, as agent for his uncle, one of the surviving trustees, who is very infirm, and are paid over to the schoolmaster, who teaches in a room belonging to the parish, and adjoining to the poor-house, ten poor children, boys and girls, reading, writing, and arithmetic. He was appointed by the trustees, about 13 years since, and educates, besides the charity children, a considerable number of scholars, for whom he is paid by their parents.

The children instructed under the charity ought to be appointed by the trustees and the rector, but they have lately been nominated by Mr. John Skinner, being those of poor labourers of the parish, who are considered proper objects. The number of ten children is kept full, and they are allowed to remain at school about three years.

Kelland's Gift.

Christopher Kelland, by will, bearing date 4th October, 1758, and proved in the court of the Bishop of Exeter, gave to the Rev. Thomas Hole, rector of North Tawton, to the use of the poor of that parish 10l. which he desired might be put out at interest, and the interest and profits thereof bestowed in bread, and disposed of to the poor of the said parish of North Tawton annually, at Christmas, at the discretion of the said Thomas Hole, or the minister of the said parish, for the time being. He also gave to the said Thomas Hole the sum of 20l. for the use of the charity school at North Tawton, and to be applied to the use of the charity school, as he should think proper.

The sum of 10l. appears to have been in the hands of the Rev. Richard Hole, formerly rector of this parish, until the time of his death, which took place in 1796, and he is stated to have distributed 10s. annually in bread to the poor in respect of it; but no such distribution appears to have been made since 1795.

These circumstances having been communicated by us to the Rev. Robert Hole, who being the sole executor of his mother, who was the widow and executrix of the Rev. Richard Hole, is now the personal representative of the latter; we have since learnt from that gentleman, that he has invested, in the Devon and Exeter savings bank, in the names of the rector and churchwardens of the parish, 24l. as the amount of the principal sum of 10l. with interest, at five per cent, to Christmas, 1823, the interest of which ought in future to be distributed in bread according to Mr. Kelland's directions.

The legacy of 20l. given for the use of the school, is supposed to have formed part of the sum of 50l. which was applied towards the purchase of the estate of West Newton, mentioned in the account of the school lands.

Rowland's Gift.

It will be seen, on reference to our statement of the charities of the parish of Bow, in a preceding part of the present Report, that the poor of this parish are entitled to an annuity of 6s. 8d. in respect of the gift of *Edmund Rowland*. This sum is paid by Thomas Hooper, out of the White Hart Inn at Bow, and is distributed once in two or three years in bread, amongst the aged people of the parish of North Tawton. The last distribution took place in 1822, and at the time of our inquiry, the amount of one year's payment was in the hands of the churchwarden.

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PARISH OF NYMET ROWLAND.

BRUTTON'S GIFT.

It is stated in the returns made to Parliament in 1786, that *Robert Brutton* gave by will, the date of which was unknown, 100l. to the poor of this parish, and that William Brutton of Crediton, the executor, (who was living in 1786), had refused to pay it. We have directed searches to be made for the will of the supposed donor, without success. It appears that Robert Brutton was a farmer in Nymet Rowland, that he served the office of overseer of the poor in 1739, and died in 1741. William Brutton, who is stated to have been his executor, was a farmer residing at Crediton, and died there about 27 years ago. We have been unable to obtain any further information respecting this gift.

HUNDRED OF WINKLEIGH.

PARISH OF WINKLEIGH.

CHURCH LANDS.

By indenture of feoffment, bearing date 10th June, 6 Edward VI, John Wyke and two others granted to William Hoo and others, and their heirs, all the messuages, lands, &c. in East Chappell *alias* Cokes, in the parish of Winkleigh, which they had of the gift of William Wyke and John Hill, to the use of the reparation, sustentation and maintenance of the parish church of Winkleigh.

By another indenture of the same date as the last, the said John Wyke and others granted to the said William Hoo and others, all the messuages and lands in East Chappell, otherwise Cokes, and a house and curtilage, called the Old Church-house, and a garden thereto belonging, and another house and the curtilage thereto belonging, and an annual rent of 2s. issuing out of a parcel of land, called Church park, and an annual rent of 12d. issuing out of a tenement, called Dodman's meer, and an annual rent of 12d. issuing out of a close, called Cross park, and an annual rent of 18d. issuing out of a close, called Wattrels, all the said premises being in the parish of Winkleigh, to the use, reparation, sustentation and maintenance of the parish church of Winkleigh.

In a subsequent trust deed of East Chappell, dated 20th April, 28th Eliz. the property conveyed is described as the messuages, lands, &c. at East Chappell, and the part and moiety of the same coming to the feoffees by the first mentioned feoffment of 10th June, 6th Edward VI.

The last appointment of trustees of these premises was made by indentures of lease and release, bearing date 30th and 31st January, 1800, whereby they were conveyed, by the description of the messuages and lands in East Chappell, otherwise Cokes, then in the occupation of Walter Heywood, except a moiety thereof, of which the said Walter Heywood was supposed to be seised in fee to his own use; and a house containing several dwellings, called the Church-house, and a spot of land thereto belonging, on the south side thereof, measuring about 87 feet in length, and 29 in breadth, formerly an arbour or curtilage inclosed with walls, which had then fallen down; and another house and garden thereto belonging, theretofore granted in lease to John Heywood, long since dead, for a term of years determinable on lives, at the rent of 5s. 3d. the said lease having been long since determined, and the said house and garden having been, at the time of the determination thereof, in the possession of Thomas Trickey and having been, from time to time, held by the said Thomas Trickey, as tenant at will, at the rent of 5s. 3d. which said house and garden were situate on the south side of and next adjoining the church-yard of Winkleigh; and a rent-charge of 2s. yearly, issuing out of a close of land in Winkleigh, called Church park, then in the occupation of John Thorn, of Southcote; and another rent charge of 12d. yearly, issuing out of land in Winkleigh, called Dodman's meer, then in the occupation of John Alford; and another yearly rent of 12d. issuing out of a close of land in Winkleigh, called Cross-park, then in the possession of Richard Dunning, the elder; and another rent-charge of 18d. yearly, issuing out of lands in Winkleigh, called Wattrel's, then in the possession of Richard Creemer; and another rent-charge of 12d. yearly, issuing out of a field of land, called Quarry park, in Winkleigh, then in the possession of the said Richard Dunning, the elder.

The church lands now consist of—

1. A moiety of a farm, called East Chappell, comprising a farm-house and outbuildings, an orchard and between 40 and 50 acres of land, in the occupation of Walter Heywood (the owner of the other moiety thereof), under a lease for 21 years, from Lady-day, 1819, at the yearly rent of 19l. 10s. (which has been lowered, in consequence of the depreciation of the produce of land, from Lady-day, 1822, to 15l.) the tenant covenanting to keep the premises in repair. This lease was granted by private agreement. The moiety belonging to the trust had been previously granted by auction, in 1799, for 21 years, at the rent of 20l.

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2. The church-house, now used as a poor house.

3. A small garden, in the occupation of Thomas Molland, as yearly tenant, at the rent of 5s. 3d. per annum, which is stated to be nearly its full value. In 1713 it was demised to John Heywood for a term of 99 years, determinable on lives, at the rent of 5s. 3d. by the description of a parcel of land, called the Parish gardeo, containing by estimation seven land yards, and a plot of ground, then common with the church-yard, whereon had formerly stood a dwelling house, called Stafford's house. The trust deed of 1800 mentions a house and garden, which had been leased to John Heywood, as if the house was standing at the date of that deed. We are informed, however, that very old persons, who have long resided in the parish, do not remember any house standing thereon.

4. The following chief rents—

Two shillings, payable out of Church park, the property of the Honourable Newton Fellowes.

One shilling, out of Dodman's meer, the property of Thomas Molland.

One shilling, out of Cross park, the property of John Dunning and others.

One shilling and sixpence, out of Wattrel's, the property of George Laxton.

One shilling, out of a field called Quarry park, the property of Mary Dunning.

All the above mentioned rents are received by the churchwardens, and are carried to their general account, in aid of the church rates.

Sir John Acland's Gift.

Sir *John Acland*, whose gifts to various parishes, for bread, have been already noticed in our former Report, in the account of the charities under the care of the chamber of Exeter, directed that 2l. 12s. should be paid annually to the churchwardens of this parish, for the providing weekly of 13 loaves of wheaten bread, to be distributed every Sabbath-day, after morning prayer, to 13 such of the poorer sort of people of the parish, as the parson, constables, churchwardens and overseers of the poor should appoint.

The annual sum of 2l. 12s. is now received from the chamber of Exeter by the churchwardens of this parish, and 12 penny loaves are distributed by them every Sunday, in the parish church, after morning prayer, amongst as many poor labouring people of the parish.

Gidley's Gift.

By indenture, bearing date 15th Dec. 1681, between *Bartholomew Gidley*, esquire, of the one part, and Richard Dunning and two others, of the other part, reciting, that the said Bartholw. Gidley was seised of certain buildings, with a garden or parcel of land, containing about half an acre, near Noman's land, in Winkleigh, and lately purchased by him; and reciting, that the said Bartholomew Gidley, of his own and his wife's charitable disposition, had intended the same for the sustentation and relief of poor people of the said parish, and so to continue for ever; the said Bartholomew Gidley granted and enfeoffed the said premises to the said Richard Dunning and others, and their heirs, to the use of two, three or four poor women of the said parish of Winkleigh, such as the said Bartholomew Gidley and his wife, or either of them, should place in the same, at any time during their lives, and after the decease of the said Bartholomew Gidley and his wife, upon trust, that the said trustees, together with the owner of the farm of Bittbear, for the time being, and the vicar of Winkleigh, for the time being, as the greater part of them, upon the death or removal of any such person or persons as should be therein placed by the said Bartholomew Gidley or his wife, should place therein any other poor woman of the said parish, in the room of her so dying or removed, with power to lease the said parcel of land for one life, or 21 years, at a yearly rent, to be, from time to time, bestowed in the repair of the said houses and garden, and if any surplus should happen, the same to be by them distributed amongst the said poor women, inhabiting in the said houses, yearly, on Christmas-day.

We have not found any subsequent appointments of trustees of these premises.

They consist of—

1. Five dwellings under one roof, each containing one apartment, occupied by poor widows of the parish, who are placed therein by the parish officers.

2. A house, garden, and a plot of ground, containing about a quarter of an acre, let to John Pope, as yearly tenant, at the annual rent of 2l. 10s. subject to disbursements for repairs. This tenement has been for many years in the occupation of the present tenant and his father, at the same rent. We are told, that the premises held by him are worth about 3l. 10s. per annum; but as the tenant has a large family, and receives relief from the parish, it has not been thought advisable to raise his rent. The rent is applied towards the repairs of the house inhabited by the widows, and of that in the occupation of John Pope, but is not sufficient for that purpose, and the houses are stated to be much in want of repair.

It would be more correct, that the last mentioned house and garden should be let for its full value, as the widows inhabiting the first mentioned house are the only persons entitled to any benefit from the charity.

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POOR'S MONEY.

A bond was produced to us bythe churchwarden of this parish, from Thomas Lethbridge, esq. bearing date the 18th of April, 1780, conditioned for the payment to the churchwardens and overseers of the parish of Winkleigh, and their successors, of 30l. with interest for the same, which was to be distributed yearly, to such poor families as should have no monthly pay.

We have not been able to ascertain from what source the above mentioned sum of 30l. arose. Interest at five per cent appears to have been always paid on this bond, and latterly by Sir T. B. Lethbridge, bart. It has been usual to permit the interest to accumulate for several years, the reason assigned for which is the smallness of its amount. The last receipt and distribution of the interest was in 1820. When the interest is received a parish meeting is held, usually about Christmas, and the amount is distributed by the parish officers amongst the poor labourers of the parish, in sums varying in proportion to the numbers of their families. This distribution appears to have been incorrectly extended as well to persons who do, as those who do not, receive parish relief.

HUNDRED OF WITHERIDGE.

PARISH OF BISHOP'S NYMPTON.

POOR'S STOCK MONEY.

Two tablets in the church of this parish contain a statement of the following gifts, all of which were for the poor, except those of 5l. given by *Henry Zeal*, and 20l. given by *Thomas Bray* :—

		£.	s.	d.	
1605	George Amory	10	0	0	
1613	Anthony Amory	15	0	0	
1618	Josane Langbridge	10	0	0	
1621	William Amory	15	0	0	
1660	John Amory	10	0	0	
1667	William Amory	20	0	0	
1699	Henry Zeal	20	0	0	
	Ditto	5	0	0	To be deposited in the hands of the vicar, and the interest laid out in two copies of the Whole Duty of Man, to be given to poor families.
1723	John Burgess	2	0	0	
1737	Thomas Bray	20	0	0	The interest to be paid for keeping poor children at school.
1759	Thomas Pollard	25	0	0	
1765	Humphrey Toms	30	0	0	
1805	Joanna Thorn	20	0	0	
		202	0	0	

A note upon one of the tablets, dated in 1739, states, that the amount of the poor's stock was at that time 123l. 10s. and that the then feoffees, had never received more, though it was well known, that sums had been lost by their predecessors, and that several more benefactions had been given to the poor than the list then stated accounted for, the particulars of which they could not find out.

The poor's stock money was formerly lent to different persons of the parish, at interest. The whole of it is now vested in three per cent. consols, which were purchased as follows, in the name of the Rev. John Burgess Kerslake, vicar of Bishop's Nympton, who is lately dead. It is intended that that stock shall be transferred into the names of other trustees :—

	£.	s.	d.		£.	s.	d.
In 1798 ..	£100	5	0	was laid out in the purchase of	205	2	6
Same year ..	62	5	4	.. ..	125	15	5
1802	45	15	0	.. ..	67	3	0
1806	20	0	0	.. ..	21	13	4
1810	35	0	0	.. ..	50	18	2
	£263	5	4		£489	12	5

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It will be seen, that the sums thus invested exceed the amount of the donations mentioned in the tablets, the surplus of which is supposed to have arisen from other gifts not noticed therein.

The interest of the 5l. given by Henry Zeal, for providing books, has not been applied to that purpose of late years.

It is stated, that Mrs. Joanna Thorn was the daughter of Thomas Bray, who gave 20l. for keeping poor children to school, and that this sum remained in her hands, the interest being applied in the teaching ten poor children to read, during her life; and it is understood, that the sum of 20l. given by her will, was intended to be in discharge of her father's legacy; it would therefore appear, that her name ought not to have been inserted in the tablet as an original donor. The sum of 20l. invested in the funds in 1806, arose from this legacy, and the dividends arising from it are carried into the general fund for distribution; but since Mrs. Thorn's death, the parishioners have paid an annual sum out of the poor's rates, for teaching 12 children to read.

The sum of 35l. invested in 1810, was paid by Mr. Thomas Lovibond, whose grandfather, ——— Blackmore, was said to have had that sum, part of the poor's stock money, in his hands, and to have been insolvent.

The dividends of the stock, amounting to 14l. 8s. 4d. per annum, are received by one of the churchwardens, and are distributed together with the rent of the meadow given by John Blackmore, hereinafter mentioned, on the Sunday before Christmas-day, after evening service, by the minister and churchwardens (other farmers of the parish, usually attending), amongst labouring poor persons and others of the parish not receiving relief, in sums varying according to the numbers of their families. Those persons who have no relief for themselves, are not excluded from the distribution, though they may receive relief for one or two of their children; but such children are not taken into consideration in the proportion of the charity which the parent receives. A regular book, containing lists of the poor receiving the donations, has been kept from 1799 to the present time. The only expense incurred, is an annual sum of 4s. paid to a person for making out the lists and keeping the accounts.

In consequence of an increase of the numbers of poor persons considered entitled to partake of the charity, there has been, for the last two years, a larger sum distributed than the amount of the income, the proportions having been continued on the same scale as before. To provide for this deficiency, amounting in the whole to 6l. 13s. 9d. some timber was cut in 1823, on the meadow given by John Blackmore, as hereinafter mentioned.

Blackmore's Gift.

John Blackmore, by his will, bearing date 26th January, 1727, gave to Walter Moles, clerk, vicar of Bishop's Nympton, Thomas Blackmore, and Morice Blackmore, then churchwardens or the same, and their successors, for ever, a plot of meadow ground, called Venford Mead, in the said parish, upon trust, that they and their successors should, after his decease, let the said meadow for the most rent they could get for the same; and he requested, that the rent should continually be taken and distributed by the vicar and churchwardens, unto and amongst such poor labouring people of the said parish as should have no monthly relief, at their discretion, within the space of one month, next after the 25th March in every year, for ever.

Venford Meadow contains about 1A. 2R. and is let to John Chapple, at the annual rent of 5l. 5s.; he took the field at an auction in 1818, at the rent of 5l. 15s. for a term of seven years, but no lease was executed. In 1820, he applied for a reduction of his rent, and it was thought advisable to reduce it to 5l. 5s. which is stated to be the fair value of the field. The rent is received by the churchwardens and is distributed as before mentioned in the account of the poor stock money. A few trees which grew on this field were sold by auction in Mar. 1823, producing 13l. 1s. 6d. This sum, when received, will be applied partly to the payment of the above mentioned deficiency in the two last years distribution of 6l. 13s. 9d. and the residue will remain in the churchwardens hands, applicable to the purpose of future distributions. There are a few trees still left upon this field.

PARISH OF CHELDON.

Poor's Money.

It is stated on a tablet in the church, that *William Webber*, in 1701, gave to the poor of this parish 5l. the interest to be distributed yearly, by the churchwardens and overseers. That *Elizabeth Cornall*, in 1711, gave 10l. and that *Mary Cornall* gave 10l. to the poor.

It appears from the Returns made to Parliament in 1786, that in addition to these sums, 21l. had been given to the poor by some persons unknown; that the Reverend *William Tanner* had given 4l.; and that these united sums, amounting to 50l. were then vested in the purchase of a deed poll

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poll of the Southmolton turnpike for 50l. The deed poll bears date in 1759, and the consideration for it appears to have been paid by the Rev. William Tanner, minister, and the then churchwarden and overseer of the poor of Cheldon. The interest of it at 4 per cent, being 2l. per annum, is distributed annually on Good Friday, together with 10s. the rent of the church-house garden, hereinafter mentioned, by the minister and churchwardens, after morning service in the church, amongst all the poor persons of the parish, in sums varying from 7s. to 2s. 6d. the number of poor in the parish being small.

CHURCH HOUSE AND GARDEN.

There is a house in the parish, near the church-yard, which appears from two old leases produced, to have been formerly let for terms of 99 years, determinable on lives, but has been, for many years, used as a poor house. There is also a small garden adjoining to the church-house, now let to William Ford and George Greenslade, as yearly tenants, at the rent of 10s. per annum, which is distributed to the poor with the interest of the deed poll before mentioned.

PARISH OF CHULMLEIGH.

PARISH LANDS.

By indenture of feoffment, bearing date 20th April, 1631, between John Clarke of the one part, and John Bury, esquire, and 14 others of the other part; the said John Clarke, granted and enfeoffed to the parties of the second part, a messuage and tenement, and all the lands, &c. to the same belonging, in the parish of Winkleigh; and a messuage and tenement in the tenure of Richard Anstey; a messuage and tenement in the tenure of William Cocke; a messuage and tenement in the tenure of Robert Greade; a messuage and tenement in the tenure of Susannah Langbridge; a messuage and tenement in the tenure of John Acland; a messuage and tenement in the tenure of Christian Beare; a messuage and tenement in the tenure of Dorothy Squier; a messuage and tenement in the tenure of Thomas Gammon; a messuage, garden and curtilage in the tenure of John Clarke; a messuage and tenement in the tenure of Lewis Sowdon; a messuage and tenement in the tenure of Joan Marker, and the part and portion of a messuage and tenement in the tenure of Richard Moon; the said last mentioned tenements being in the parish of Chulmleigh; all which premises the said John Clarke before held to him and his heirs, with other feoffees, then deceased, to the use, profit and behoof of the parishioners of the said parish of Chulmleigh, the maintenance of the parish church of Chulmleigh aforesaid, and the maintenance of the poor in the same parish resident; to hold to the said parties of the second part, and their heirs, to the intent that they should, with the issues and profits of the same premises, repair and sustain the parish church of Chulmleigh aforesaid, and should also maintain the poor and impotent men and women within the same parish, from time to time, commorant and inhabitant, as to them or any four of them, according to the order of charity should seem best and most convenient to be distributed, and upon trust, that two or three or four of the longest livers of them should re-enfeoff, twelve or more sufficient men, residing within the said parish of Chulmleigh, of the said premises.

The last appointment of trustees of these premises bears date 25th August, 1808; but the instrument appears to have been informal. As some of the trustees herein appointed, have refused to act in the administration of the trust, and as it was apprehended that difficulties might arise from the informality of the conveyance, it was proposed at the time of our investigation (September, 1823), that a new appointment of trustees should be made, and the lands conveyed by the heir of the survivor of the two persons, by whom, as the remaining trustees, under a former deed, that of 1808, was executed.

A chief rent of 5s. 9d. is payable out of the property of Chulmleigh to the lord of the manor, and a chief rent of 3s. 2d. is payable out of Staple Green to Sir L. V. Palk, baronet.

The tenement, No. 1, in the Rental, was let in 1741 for a term of 99 years, determinable on three lives, in consideration of a fine of 170l. at the yearly rent of 18s. In 1815, the interest in this term was vested in Mary Shepherd, the survivor of the lives mentioned in the lease, by whom the premises had been let for 27l. per annum; and an agreement was then entered into between her and the acting trustees, in pursuance of which she surrendered the lease in consideration of her receiving an annuity of 27l. and the premises were let at rack rent; she died in 1819.

The tenement, No. 10, in the Rental, formerly comprised two house, with a courtlage and garden; but the houses were consumed by a fire which took place in this town in 1803. The tenement was then let to Richard Chanter, who built a stable, and having afterwards become bankrupt, Mr. Tanner purchased the lease from his assignees, and built an additional stable; and he has also built a wall between the charity property and the adjoining tenements, as far as the frontage extends. The following is a rental of the property of this charity:—

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No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Winkleigh	Grace Arthurs	A farm house, with outbuildings, and about 56 acres of land, called Staple-green.	14 years from Lady-day, 1816.
2	Chulmleigh	John Rice	A field, called Lady Well Meadow, containing about half an acre.	Yearly tenant.
3		John Bird, now Peter Bird.	House, courtilage and garden in Molton-street, called Bass's tenement.	99 years, determinable on 1 life.
4		Peter Bird, now William Bird.	A house, garden and meadow, containing about a quarter of an acre, called Sloman's tenement.	Do. — 2 lives.
5		Peter Bird, now William Bird.	A field, called Beer's Meadow, in Goosehamlake-street, containing about three quarters of an acre.	Do. .. 2 lives.
6		Robert Bryant, now Ann Bryantt	A house, divided into two dwellings, called Bowring's tenement.	Do' .. 3 lives.
7		Rev. John Tossell Johnson, now William Croote ; John Croote, now William Croote,	House and curtilage in Fore-street, called Tossell's house.	Do. .. 1 life. Do. .. 1 life.
8		John Marshall, now Robert Marshall.	House divided into five dwellings, and a garden, in Goosehamlake-street, called Mulling's tenement.	Do. .. 2 lives.
9		Elizabeth Stucley now Mary Stucley.	House and courtilage in Market-street, called Stucley's tenement.	Do. .. 2 lives.
10		Richard Chanter now Rev. Robert Tanner.	A stable, courtilage and garden, called Passmore tenement.	Do. .. 3 lives.
11		John Whiddon	House, malt-house, garden and courtilage in Molton-street, called Lawrence's tenement.	Do. .. 2 lives.
12		John Southwood now the Overseers of the Poor.	Two houses, with gardens, and one orchard, in Goosehamlake-street, called Southwood's tenement.	Do ... 1 life.
13		Overseers of the Poor	Two cottages, with chambers over, having separate entrances, called Greenslade's tenement.	
14		William Fervin, now Sarah Rice.	A house and small garden in Goosehamlake-street, called Fervin's tenement.	Do' .. 1 life.
15		Thomas Bond, now John Bond.	Two cottages, divided into four dwelling's called Rock tenement.	Do, .. 3 lives.
16			Three cottages and gardens, standing on part of Lady Well tenement now inhabited by poor persons placed there by the trustees and parishioners, rent free.	

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Date of Lease.	Consideration.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d.	£. s. d.	
23 Dec. 1815		27 15 0	Good rent	The rent reserved by the lease was 35l. per annum, and was lowered in 1822, on the valuation of a surveyor, to the present amount.
		2 0 0	Do.	
20 July 1765		3 15 0	5 0 0	In bad repair.
26 Dec. 1777		2 2 0	6 0 0	The rent under the preceding lease was 11.3s.; the buildings are old, but in fair tenantable repair.
20 June 1798		1 11 6	3 0 0	The rent before the existing lease was granted for this meadow and for Lady Well Meadow, No. 2, was 16s.
1 Jan. 1808		2 0 0	3 0 0	In good repair; when the existing lease was granted, a lease determinable on two lives was surrendered, and the rent was increased from 1l. 16s. 8d.
4 Jan. 1779 14 Dec. 1803		3 3 0	6 6 0	In good repair. The reversionary lease was granted after the house had been destroyed by fire in 1803, and it was afterwards rebuilt by the lessee.
25 April 1791		2 5 0	9 0 0	In good repair. The rent before the existing lease was 6s. 8d. per annum.
14 Dec. 1803		3 3 0	4 0 0	In good repair. The previous rent was 5s.
14 Dec. 1803		2 2 0	4 0 0	In good repair. The rent before this lease was 5s.
26 July 1796		5 10 0	Fair rent	In good repair. The rent before this lease was 4s. 4d.
25 March 1779		2 12 6	6 0 0	In good repair. The rent before the existing lease was 8s.
		1 10 0	4 0 0	In good repair.
6 April 1776	1 1 0	0 1 0 and covenant to rebuild the premises then fallen down	1 10 0	In good repair.
2 June 1800		1 0 0	4 0 0	Do. The premises were demised by the existing lease, as a plot of ground on which a house formerly stood, as a residence for poor people, called the House of Care. The lessee has since built the two cottages. The lease contains covenants by the trustees to pay the rates and taxes, and to grant a new lease for one life on the decease of the first life, for a fine of 5s.

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John Southwood, the lessee of No. 12, mortgaged the premises, and afterwards becoming chargeable to the parish, joined in an assignment of the mortgaged premises to the overseers, upon their payment of the sum secured.

It is stated, that Greenslade's tenement, No. 13, was many years since let for a term of years determinable on lives, at its present rent, to John Williams, and that he gave it up to the overseers as an habitation for the poor, upon being allowed to retain a small upper chamber of the house without the payment of any rent. This chamber was at the time of our investigation occupied by Mary Williams, his daughter, who holds a public-house adjoining to it. No lease was produced to us, either by Mrs. Williams or the overseers. The former declared herself ready, if no existing lease could be found, to give up the room; and we suggested, that if it should be ascertained that the lease had determined, the overseers ought to be called upon to pay a fair rent to the trustees, for the premises held by them. This tenement is repaired by the overseers; and the whole of it, with exception of the above mentioned room, is inhabited by paupers of the parish.

The rates and taxes of No. 15, which by the lease thereof the trustees covenanted to pay, having for several years past exceeded the sum of 1l. per annum, the amount of the rent reserved, the tenant has paid those outgoings instead of his rent.

A lease for 99 years, determinable on three lives, was granted in 1800 to John Street, of No. 16, at the yearly rent of 1l. 10s. The lessee died about 1811, leaving three children, on whose lives the lease was determinable; but as the buildings were in a dilapidated state, it was agreed that the lease should be surrendered, which was done. This tenement had been, previously to the lease to John Street, inhabited by poor persons placed therein by the trustees.

The tenement at Winkleigh, No. 1, contains some timber fit for cutting, and a good many young trees, the growth of which it has been the object of the acting trustees to encourage; there are also a few trees on Lady Well, No. 2. A considerable quantity of timber which grew at Winkleigh, was cut in 1803, and sold for 184l. 18s. 11d. which was applied chiefly to the relief of the poor sufferers by the fire in that year. Timber was also cut from these premises in 1815, and sold for 36l. 1s. of which 17l. was lost by the default of Thomas Hole, the acting treasurer, and the residue was carried to account by his successor.

Thomas Hole was appointed a trustee by the informal deed of 1808, and kept the accounts from that time until 1816, when he absconded, leaving a balance, including the above mentioned sum received for timber, of 21l. 14s. 10d. due to the charity, and he has not since been heard of. The accounts have since been kept by Mr. John Webber Vicary, who acts as clerk to the trustees and treasurer.

The oldest account book of the charity extant commences in 1750, from which it appears that a part of the disbursements of that year was for relief to poor persons. From 1776 to 1803, no portion of the annual receipts appears to have been applied for the poor; but the balance from time to to time, after deducting the expenses attending the management of the property, was carried to the churchwarden's account. From 1803 to 1808 sums appear to have been annually given to the poor. From 1808 to 1820, no such distributions were made. In the last mentioned year about 10l. appears to have been so given. In 1821, 20l.; in 1822, 21l. 10s.; and in 1823, 26l. 15s The residue of the expenditure has consisted chiefly of the repairs of the church, the bills for which have been paid by the feoffees, church rates being collected to provide for the other matters included in the churchwarden's account, and the repairs of such of the church premises as are repaired by them. Considerable sums have been within the last few years expended on the buildings of No. 1 and No. 2, and a salary of 10s. per annum has been paid to Mr. Vicary for keeping the accounts and receiving the rents, which was in 1822 increased to 1l.

The distribution for the years 1820, 1821, and 1822, were made to poor persons of this parish not receiving parochial relief, in sums varying from 1l. to 5s. In 1823 it was resolved to make two half-yearly distributions, according to a certain classification, by which persons having four children and upwards, and very aged people, would receive, at each distribution, 14s.; other old persons, 7s. 6d.; persons having three children, 8s. 6d.; and persons having two children, 6s. 6d.

The acting trustees now meet half-yearly, to decide upon the persons who are to partake of the charity, and to ascertain that none of them are in receipt of parish relief; and the treasurer distributes to each family the sums fixed upon, and enters in the book of accounts the names of the persons receiving the charity. The late meetings for distribution have been attended by the rector of the parish. The accounts have been annually made up, but have not been so regularly audited. Until 1820, the accounts were annually produced in the vestry-room of the parish, and occasionally audited and signed. Since 1820 the accounts have not been produced at the vestry; they have,

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however, been annually or oftener produced to the acting trustees.

The balance in the hands of the treasurer on 12th September, 1823, was 33l. 2s 5d. This sum, however, did not include some arrears due at the preceding Lady-day, at which time the tenants of Nos. 3 and 11 owed a year's rent, the tenant at No. 6 was indebted 6l. and the tenant of No. 1 was 2l. 15s. in arrear; besides which a sum of 13l. on account of rent, was in dispute between him and the trustees, which had become due previously to the rent being lowered in 1822.

PYNCOMBE CHARITY.

It will be seen, on reference to our statement of the charities of the parish of Poughill, in our former Report, that an annuity of 10l. was directed to be paid to the parish of Chulmleigh, out of the estate given by *Gertrude Pyncombe*, for various charitable purposes, 6l. of which was to be paid to a schoolmaster, and 4l. to a schoolmistress, for teaching so many boys and girls of Chulmleigh (to be chosen by the parson, churchwardens and overseers, as well such whose parents had no relief, as those whose parents had relief, the boys in reading English and arithmetic, and the girls in reading English, and for instructing them in the principles of the Church of England, until the boys should arrive at the age of 13 or 14, and the girls at 12, according to the direction of the said parson, churchwardens and overseers), as might be taught for the said sums.

The respective sums are annually paid to a schoolmaster and schoolmistress; the former of whom instructs 12 boys in reading, but not in arithmetic, and the latter teaches the same number of girls to read, knit and sew.

An annuity of 40s. is also paid to a poor widow of this parish, in pursuance of the direction of Mrs. Pyncombe, by which she enjoined her trustees to pay yearly, out of the residue of the rents and profits of her estates, to 10 poor men and 10 poor women, who had no relief from the parish in which they lived, and were resident in some of the parishes where her estates were situated, 40s. each.

OSBORNE'S GIFT.

It appears from a tablet in the church, that the Rev. *William Osborne*, D. D. gave the clear income of a close of land, called the Four Acres, in the parish of Ottery St. Mary, for ever; 20s. thereof yearly to a conformable minister, for preaching a sermon in this church on Good Friday in the forenoon, and the residue thereof to be distributed yearly on Good Friday, immediately after the sermon, by the minister and churchwardens, amongst such poor of the town and parish of Chulmleigh, as they should see to have most need thereof; and if no sermon should be preached, then the said 20s. to be likewise distributed among 20 poor people.

The date of this donation is not stated.

The field thus given, which contains about four acres, is now in the occupation of William Tolman, to whom a lease was granted in 1815, by public auction, by the Rev. John Hole, then minister, and the then churchwardens of Chulmleigh, for the term of seven years from Lady-day in that year, at the rent of 14l. per annum.

About three years ago this rent was reduced to 10l. and the tenant has continued since the termination of his lease in 1822 at the same rent, which is stated to be the fair value of the land. The rent is received by one of the churchwardens, and is by him paid over to the minister, by whom the annual sum of 20s. is retained, and a sermon is preached on Good Friday. The residue is distributed by the minister and churchwardens amongst the poor persons of the parish not receiving regular relief, in the vestry, after morning service on that day. The minister and churchwardens meet previously to the distribution, when a list is prepared, of the poor persons of this description, with the sums which it is thought proper that each should receive, varying from about 9s. to 1s.

The tenant did not pay his rent due at Lady-day, 1821, until about the Michaelmas following, in consequence of which no distribution was made till the Good Friday in the following year, when the sum of 12l. 19s. 10d. was given away, which was considered by the minister and churchwardens a sufficient sum for distribution at one time; and the residue of the two years rent due at Lady-day, 1822, except the sum of 40s. retained by the minister for the two years sermons, and except a small sum allowed to the tenant for a gate, was distributed, with the money given in October, 1822, by the trustees of the parish lands, as an addition to their donation, the persons receiving it being of the same description as those who receive the distribution on Good Friday,

SHAPLAND'S GIFT.

It also appears from another tablet, that *John Shapland*, formerly of this parish, but late of Kingston in the Island of Jamaica, gave, by will, 100 guineas to the minister, churchwardens and overseers of this parish, to be by them placed out at interest for the use and benefit of the poor; and directed that they should, on the 2d August in every year, for ever, apply the interest thereof in such shares and proportions amongst the poor and indigent of the said

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parish, as they or their successors should from time to time direct.

The date of this will is not mentioned; but the tablet is dated in 1804. and is stated to have been erected shortly after the death of the donor.

This legacy was invested in the purchase of 185l. 16s. 10d. 3 per cent consols, now standing in the names of the Rev. Robert Tanner and others, and producing dividends amounting to 5l. 11s. 6d. per annum; which sum, after allowing 1s. 6d. for commission, is distributed on the 2d of August, by the minister, churchwardens and overseers, amongst all the poor persons of the parish, whether receiving relief or not, including those in the workhouse, in sums varying from 2s. to 6d. according to their necessities, and the numbers of their families.

PARISH OF CREACOMBE.

Tupper's Gift.

In the Returns made to Parliament in 1786, it is stated that *John Tupper*, in 1777, gave, by will, a rent charge of 16s. per annum, during the life of William Thorne, to the poor of this parish.

This donation appears to have been void under the Mortmain Act; but we are informed that the above mentioned William Thorne, who is living, at an advanced age, pays the annuity of 16s. out of an estate belonging to him in this parish, and that it is annually distributed to the poor thereof.

PARISH OF EAST WORLINGTON.

Poor House and Church Land.

A memorandum, on the back of a terrier, bearing date in 1727, states as follows:—"There is a house, for and to the use of the "said parish, containing three under-rooms "and one chamber. We have also a gift or "bequest of a certain field, called Mary "Hams, containing about three acres ara-"ble. It is held by feoffees, for the benefit "and utility of the parish, for ever, with "full power to any two or more of them "to grant further right, but when and by "whom given is not known. There is pay-"able out of it 8d. per annum to the high "and chief lord of the manor of East "Worlington.

No deeds relating to these premises have been found in the parish, although we are assured that diligent search has been made for them.

In the Returns made to Parliament in 1786, this house and land are stated to be vested in feoffees, the house being then occupied by the poor, and the rent of the land, amounting to 1l. 4s. applied to the church.

The house, which appears to have been, from time immemorial, appropriated to the use of the poor, was, as it is supposed, originally built on the waste adjoining the church yard, the rent of 8d. per annum, being reserved for the site of it. Having fallen into decay, about 20 years ago, it was rebuilt at the expense of the parish.

The field, called Mary Hams, is separated from the glebe land by a river, which has made considerable inroads upon it, and its quantity is stated not to exceed two acres; it is also described to be swampy and liable to floods. We are informed, that the incumbent of the parish for the time being has been permitted to occupy it since about the year 1788, on condition of his supplying the bread and wine required for the sacrament. This is done by the Rev. B. Clay, the present rector.

Poor's Money.

In the earliest parish account book produced to us is an entry, bearing date in 1753, which states, that a sum of 1l 3s. called "the interest money," had been distributed amongst several poor persons, therein named, in sums varying from 2s. 6d. to 1s. The same distribution appears to have been annually made until 1759, and from that period, with the exception of 1762, when 2s. only were given away, the sum of 10s. was thus distributed until the year 1823.

This annual sum of 10s. is stated, in the Returns made to Parliament in 1786, to have been the interest of 10l. given by some unknown person, and then vested in John Adams on trust, to be distributed amongst the poor not receiving weekly pay. It appears to have remained in the hands of Mr. Adams until April, 1823, when it was deposited in the Devon and Exeter savings bank in the names of trustees.

The interest of 10s. has hitherto been annually paid to the churchwarden of the parish for the time being. It is distributed together with the dividends arising from the stock given by Messrs. Cobley, and the interest of Mr. Richard Cooke's gift, at a parish meeting, on Easter Monday, amongst poor persons of the parish, receiving no regular relief, in sums varying from 10s. to 1s. according to their wants and the numbers of their families. An annuity of 4s. given by George Cobley in 1779, and to continue during the life of Andrew Cobley, was distributed with the above mentioned gift until the death of that person in 1814.

Gifts of John and Andrew Cobley.

A tablet in the church of this parish, records a donation of 200l. stock, in the three per cent. consols, to the poor, by *John Cobley* and *Andrew Cobley*, the for-

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mer of whom died in 1807 and the latter in 1814; the dividends of which stock were to be distributed by the minister and churchwardens on Easter Monday, for ever, to the poor men and women of this parish, having no monthly pay.

The stock stands in the names of trustees, and the dividends, amounting to 6l. per annum, are distributed as above stated.

RICHARD COOKE'S GIFT.

In March, 1822, Mr. *Richard Cooke*, who is still living, gave the sum of 10l. to the poor of this parish, and directed that the interest thereof should be distributed amongst such of them as were not in the receipt of constant parochial relief. This was immediately invested in the Devon and Exeter savings bank. The distribution of the interest has been already stated.

PARISH OF KING'S NYMPTON.

HELE'S GIFT.

It is stated, in the Returns made to Parliament in 1786, that the Rev. *Richard Hele*, in 1759, gave, by will, to the poor of this parish 50l. stated to be vested in 1786, on the security of the Southmolton turnpike trust.

A deed-poll of this turnpike for 50l. is now in the possession of the churchwardens, bearing interest at four per cent. This interest, amounting to 2l. per annum, becomes due in July, and is distributed shortly afterwards, by the churchwardens and overseers, in equal shares, amongst such poor persons of the parish, whether receiving relief or not, as are above 50 years of age. We are informed, that this has been the usual mode of distribution for many years. Searches have been made for the donor's will without effect.

In 1822, the donation was extended to 50, and in 1823 to 49 persons, of the above description, in sums of 10d. to each, there being, after the last distribution, the small balance of 6d. due from the charity.

A regular account of this distribution has been kept since the year 1817.

TOSSEL'S GIFT.

Abraham Tossel, who died on the 9th December, 1773, gave, as appears from a tablet in the church of this parish, to the minister, churchwardens and overseers thereof 100l. and directed that the yearly produce thereof should be distributed among such poor persons of the parish as had no monthly relief.

The above mentioned sum appears to have been invested in the purchase of 162l. 7s. 7d. stock in the South Sea Annuities, producing dividends of 4l. 11s. 4d. per annum, and now standing in the name of the Rev. Robert Tanner, the present rector. The dividends, after deducting 1s. for commission, are distributed by the parish officers, usually in the month of February, equally, amongst such of the poor of the parish as receive no constant relief, the share of each person being about 1s. 6d. A regular account of the distribution of this charity has been kept since the year 1817.

POOR'S MONEY.

Another tablet records, that the parish had taken into their own hands the sum of 20l. which had been given by a person or persons unknown, and a further sum of 5l. which had been left by Mrs. Grace Vawdon to the poor, in order that the yearly produce thereof might be given away in bread, one half on Easter Monday, and the other half on the day after Christmas-day, to such poor persons as had no monthly relief.

In the Returns made to Parliament in 1786, the gift of the person unknown is said to have been for the purpose of distribution in bread, and the will of Mrs. Vawdon is said to bear date in 1771.

In respect of this sum of 25l. bread to the amount of 12s. 6d. is distributed on Easter Monday, and to the same amount on the day after Christmas-day, which is paid for out of the poor's rates. The parish officers attend on those occasions, and the distribution is confined to such as do not receive parochial relief.

PYNCOMBE CHARITY.

An annuity of 40s. is paid to a poor widow of this parish, in pursuance of the direction of *Gertrude Pyncombe*, by which she enjoined her trustees to pay, yearly, out of the residue of the rents and profits of her estates, to 10 poor men, and 10 poor women, who had no relief from the parish in which they lived, and were resident in some of the parishes where her estates were situate, 40s. a piece. A detailed account of this charity has been already given in our former Report.

PARISH OF MARIANSLEIGH.

DAVIE'S GIFT.

By indenture, bearing date 4th May, 1641, between John Davie, esquire, of the one part, and Samuel Britton, and nine others, parishioners of the parish of Mariansleigh, of the other part, the said *John Davie* granted to the said parties of the second part, and their heirs, a yearly rent charge of 6l. 10s. to be issuing out of his manor of Mariansleigh, in the county of Devon, upon trust, to pay the sum of 2s. 6d. weekly on every Lord's-day in the year, for ever, to the vicar, minister or curate of the said parish church, or unto some other preacher of God's word, which should there for that

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Lord's day preach a sermon in the forenoon, and in the afternoon catechize the children of the said parish, and expound the meaning, of the catechism. And if the said vicar, &c., should fail to preach in the forenoon, and expound in the afternoon every Lord's day in the year, for ever, then that the said parties of the second part, and their heirs, should pay the said sum of 2s. 6d. to the heirs of the said John Davie, for every Lord's day on which such default should be made, with power to the said parties of the second part, and their heirs, when they should be reduced to four or three at the least, to make a new grant of the said yearly rent-charge, to ten or more other parishioners, then dwelling in the said parish upon the same trusts.

The annuity of 6l. 10s. is paid by Sir John Davie, bart. lord of the manor of Mariansleigh, to the minister of the parish who preaches in the church, and also catechizes the children of the parish on Sundays in the church, not weekly as directed by the deed, but once a fortnight during the interval between Lady-day and Michaelmas.

Sanger's Gift.

In the Returns made to Parliament in 1786, it is stated, that *Nicholas Sanger*, by deed, in 1707, gave 10l. then vested in John Adams, and producing an interest of 10s. per annum, to the poor labourers of this parish not receiving relief.

This sum of 10l. is in the hands of William Adams, who pays the interest of 8s. per annum in respect of it, at the annual meeting for passing the parish accounts, holden at Lady-day, but has given no security for it. It is at the same time distributed, together with the annuity of 10s. arising from the gift of Henry Adams, hereinafter mentioned, amongst such of the poor of the parish as receive no regular relief. We have thought it right to suggest, that this donation should be placed in a savings bank.

Adams's Gift.

Henry Adams, by will, bearing date 5th January, 1811, gave to the churchwardens and overseers of the poor of the parish of Mariansleigh, the sum of 10l. to be placed at interest, and the interest thereof to be given to the poor of the parish yearly, by the churchwardens and overseers; and he directed that his executor should pay the said legacy within six months after his decease.

James Adams, who was the executor of Henry Adams, had not, at the time of our inquiry, paid the legacy to the parish officers; he had, however, paid 10s. per annum as the interest of it, which has been bestowed in the manner we have already stated.

It appears to us, that this sum ought also to be invested in a savings bank, in the names of the churchwardens and overseers.

Poor's Money.

An annuity of 10s. is paid by the rector of the parish out of the tithes, and is distributed about the month of May amongst ten poor and aged persons thereof, whether in the receipt of relief or not. This payment appears to be antient, but we have not been able to ascertain the origin of it.

PARISH OF ROMANSLEIGH.

Packer's Gift.

It is stated in a tablet in the church of this parish, that *Thomas Packer*, by his will, the date of which does not appear, gave, out of a tenement called Longland, an annuity of 4s. for ever, to the poor of the parish, to be distributed on Christmas-day, at the discretion of the minister and overseers of the poor.

Mr. John Davy is the proprietor of the tenement called Longland, and the annuity is regularly paid by his tenant. It has been customary for the parish officers to make a distribution of 6d. a piece to all the poor of the parish, at Easter, and a similar distribution at Christmas; the number of poor being small, the sum given on each occasion, amounts to about 11s. The above mentioned sum of 4s. forms part of the sum thus distributed.

Poor's Money.

The same tablet states, that—	£.	s.	d.
Nicholas Bulled gave	3	0	0
Wilmot Hawkins	1	0	0
Hugh Furse	1	0	0

the interest of which several sums was to be distributed yearly amongst the poor.

These sums are supposed to have been paid by the representatives of the several donors, into the hands of the overseers of the poor for the time being, and they are considered as forming a charge upon the poor's rates, and part of the above mentioned distribution at Easter and Christmas

In addition to the names of donors stated in the tablet, the Returns made to Parliament in 1786, mention, that Samuel Childon, in 1732, and Mary Gough, in 1781, gave by their respective wills, 1l. each for the poor.

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PARISH OF ROSE-ASH—POOR'S MONEY.

The following sums are stated in the Returns made to Parliament in 1786, to have been given for the benefit of the poor of this parish, not receiving relief:—

		£.	s.	d.
——	By persons unknown	72	10	0
1768.	Mary Tanner	20	0	0
1779.	Lewis Southcomb	10	0	0
		102	10	0

These sums, together with those hereinafter mentioned to have been given for teaching poor children, were formerly lent to various individuals at interest. About 30 years since, the whole of them were collected and invested in the purchase of 189l. 4s. three per cent consols, now standing in the names trustees, and producing dividends amounting to 5l. 13s. 6d. per annum.

The annual sum of 16s. has been hitherto paid out of the dividends for schooling poor children; and books have been occasionally purchased and distributed in respect of Thomas Bray's gift, hereinafter mentioned.

On the Sunday after the 4th of May in every year, a distribution is made at the church after evening service, by the trustees of the stock, usually assisted by the churchwardens, amongst poor persons of the parish not receiving regular relief, 8s. of the sum thus distributed, called Quince Money, and considered to be the interest of 10l. understood to have been given by a former owner of a farm in the parish, called Quince, for the benefit of poor persons not receiving relief, born in the parish, being divided amongst poor of that description. A small balance is usually reserved, which is regularly carried forward to the account for the following year. In May, 1823, in addition to the Quince money, 29 persons received 3s. each, and three persons 2s. each from the fund, and after paying 16s. for teaching the children, there remained in stock 19s. 6d.

SCHOOL MONEY.

It appears from the same Returns, that—

	£.	s.	d.
In 1753, Ann Vicary gave, for teaching one poor child.....	6	0	0
In 1764, John Bray, for teaching poor children.....	20	0	0
And in 1799, Thomas Bray, gave for buying books,.....	5	0	0
	31	0	0

which sums were invested in three per cent. consols, as above mentioned.

The annual sum of 16s. has hitherto been paid out of the dividends of the above mentioned stock, for teaching three poor children of the parish to read, but the fair proportion of the dividends received in respect of the two sums of Ann Vicary and John Bray, amounting together to 26l. is about 1l. 1s. 6d. We, therefore, suggested to the trustees, the propriety of paying for the instruction of a fourth child out of the funds. Books have been occasionally purchased for the poor children in respect of Thomas Bray's gift, the interest of which, it is in future proposed to bestow in prayer books, to be given to the poor children on leaving school.

PARISH OF WEST WORLINGTON.

POOR'S MONEY, INCLUDING THOMASINE COOKE'S AND RICHARD COOKE'S GIFTS.

It is stated in the returns made to Parliament in 1786, that sums, amounting to 13l. were then in the hands of individuals, the donors of which were unknown, and the interest of which was given to the poor of this parish not receiving relief.

Thomasine Cooke, in 1820, gave by her will, 5l. to the poor of this parish

The first mentioned sum had been placed in the hands of various individuals of the parish at interest; but in the year 1821, it was, together with the 5l. given by Mrs. Cooke, deposited in the Devon and Exeter savings bank, in the name of the Rev. Benjamin Clay, the present minister of this parish.

Richard Cooke, who is still living, gave, in 1822, 30l. the interest to be distributed to the poor of this parish, not receiving regular relief. This sum was also placed in that year in the same savings bank, in the name of the Rev. Benjamin Clay, and the interest thereof at four per cent, together with that of the 18l. above mentioned was, on Easter Monday 1823, distributed at the

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annual parish meeting, by the minister and parishioners, amongst poor persons of the above description, in sums varying from about 2s. to 6d. according to their necessities.

The interest of the said sum of 13l. has always been distributed in the same manner.

HUNDRED OF WONFORD.

PARISH OF CHAGFORD.

Church Lands, &c.

We are informed, that no deeds can be found in this parish relating to the following property, but the rents and profits thereof have immemorially been received by the churchwardens:—

1. The markets and fairs of Chagford, now let by auction to Henry Endacott, for seven years from Lady-day, 1823, at 15l. per annum. The rent for the preceding seven years was 4l. 5s.

2. Two meadows, containing about three acres, with a right of common on Meldon and Padley common, let to Richard Harvey and John Dodd, in the same manner and for a similar term, at the rent of 9l. 10s. The previous rent was 10l. 2s.

3. A garden called Catherine Hay, containing rather more than a quarter of an acre, with a right of common let in the same manner, and for a similar term, to William Andrews, at the rent of 3l. The preceding rent was 2l. 13s.

4. A garden behind the school-room, let to John Ballamy, in the same manner, and for a similar term, at the yearly rent of 1l. 11s. The tenant had held it for the preceding seven years at the same rent.

It is usual to let all these premises for terms of seven years, at a parish meeting held for the purpose.

5. There is also a house near the church, the lower story of which is let by the churchwardens to the overseers of the poor, at 20s. per annum, and the upper story is used as a school-room. This house is repaired by the churchwardens.

The Returns made to Parliament in 1786, mention land to have been given by John Whiddon, by deed, in the time of James I, for a dwelling for the poor, producing in 1786, a yearly rent of 1l. 10s. It is not improbable, that the last mentioned house was derived from the gift of the said John Whiddon.

The rents are received by the churchwardens, and are carried to their general account in aid of the church rates, from which it has been usual to pay a salary to a schoolmaster in the parish. The present master has a salary of 12l. 10s. per annum, for which he teaches 10 poor children of the parish, appointed by the churchwardens.

Bunnamy's Bread.

Bread to the amount of 1l. 7s. is provided by the churchwardens of this parish out of the parochial funds in their hands every Good Friday, and is distributed by them in penny and two penny loaves, amongst poor persons of the parish, who attend for that purpose at the school-room on that day.

No document is found in the parish relating to this gift. It appears to have been given in the same manner since the year 1726, when the earliest churchwarden's account commences, and it has been always known by the name of Bunnamy's bread.

Hunt's Gift.

By indenture of bargain and sale, bearing date 17th December, 1791, and enrolled in Chancery, between John Hooper, of Withecombe, esq. of the one part, and Thomas Coniam, Jun. and eight others of the other part; reciting, that John Hunt, by his will, bearing date 26th January, 1732, gave to the poor of the parish of Chagford, who had no parish relief, the sum of 5l. to be issuing yearly for ever out of his messuage called Withecombe, alias Lower Withecombe, situate in Chagford, to be distributed by the churchwardens and overseers for the time being, at their discretion, on New Year's day; and by his said will, in case of his death, without issue, gave to Wilmote his wife, and her heirs, the said messuage, subject to the said yearly payment, and appointed his said wife sole executrix of his will, who after his death, on 20th February, 1740, proved his will, and that the said John Hunt died without issue; and further reciting, that by the settlement made on the marriage of the said Wilmote with the said John Hooper, bearing date 3d Sept., 1754, the said messuage was conveyed, subject to the life estate of the said John Hooper, upon trust, for the separate use and appointment of the said Wilmote; and further reciting, that the said Wilmote, in pursuance of the power to her given, by her will, bearing date 1st December, 1772, appointed the said messuage to her said husband, John Hooper, and his heirs, and made him sole executor of her will, and died in 1790; and further reciting, that notwithstanding the will of the said John Hunt was dated on 26th January, 1732, yet the same did not take effect till his death in 1740, being after the passing of the Mortmain Act, whereby the said devise became void; and that since the death of the said John Hunt the said annuity had been yearly distributed, pursuant to his in-

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tentions; and that it was the design of the said John Hooper to perpetuate the said charity, agreeably to the said testator's intentions; therefore, for the establishing thereof, the said John Hooper granted, bargained and sold to the parties of the second part, and their heirs, an annuity of 5l. issuing out of the said messuage, tenement and lands called Withecombe, on trust, to distribute the same on the 1st of January, amongst such poor people of the parish of Chagford, not having received any relief from the said parish within one calendar month immediately preceding that day, as the said trustees in their discretion should think the greatest objects, and most deserving of the said charity, with a power of appointing new trustees, when such as were then nominated should be reduced to three.

Seven of the persons appointed trustees by the above mentioned deed are still living.

Mr. John Hooper is the present owner of the estate called Withecombe, and pays the annuity of 5l. at a meeting of the trustees and the chief parishioners of Chagford, held annually on New Year's-day, when it is distributed among poor persons of the parish who have not received relief for the preceding month, in sums varying from 3s. 6d. to 3d. according to their merits and necessities.

WEEKES'S GIFT.

By deed, bearing date 22d January, 1790, and enrolled in Chancery, reciting, that John Hayter, clerk, rector of Chagford, and John Hooper, had invested the sum of 200l. four per cents, in the names of themselves, and John Coniam and Samuel Lethbridge, which was intended by them to be a fund for the education and binding out of poor children of the said parish; the said John Hayter, John Hooper, John Coniam, and Samuel Lethbridge, declared, that they would stand possessed of the said stock, upon trust, after reimbursing themselves the expenses of the trust, to apply the residue of the dividends for instructing poor children of the said parish in reading, writing and arithmetic, and in paying the salary of a master or mistress, and in purchasing a Bible for each of the said children on their first admission, and such other books as should be necessary for their instruction; and for binding out such children, when discharged from school, to some trade or employment; in the performing of which the said trustees might either establish a new school, or cause the children to be instructed in the school already established in the said parish, and make such rules and orders as they or their successors should think fit, it being the desire of the said John Hayter and John Hooper, that the benefits of the charity might be rendered as extensive as the funds would admit of, provided that only six children should be educated at one time, and that no such children whose parents were not of the established church, or who were of ability to educate their children; and that no child under the age of six, or above twelve, should be so educated; and that the trustees should take care that the children should be of different ages progressively, from six to twelve, that there might be a succession of objects of the charity; and that no more than one child should be bound as an apprentice in one year, and that the premium should not exceed 2l. 2s. with a proviso, that when the trustees should be reduced to two, the rector and overseers of the poor for the time should nominate others, the rector to be always one, and no person to be capable of acting as a trustee, unless seised of freehold land to the value of 50l. and resident within the parish.

A tablet in Chagford church, containing a statement of this charity, mentions that the said 200l. was a legacy given by the will of John Weekes, of that parish, mariner, to the said John Hayter and John Hooper.

Samuel Lethbridge is the only surviving trustee under this deed; but it was intended at the time of our investigation in August, 1823, to have a new appointment made in the manner pointed out by the above abstracted deed.

The dividends of the said 200l. stock, amounting, after a deduction of 2s. for commission, to 7l. 18s. per annum, are received by Mr. John Dicker, the son-in-law of Mr. Samuel Lethbridge, the surviving trustee, on his account.

The annual expenditure is as follows:—

	£.	s.	d.
Paid to a schoolmistress, for instructing six poor children	5	0	0
For a Bible for one child in each year, about	0	4	0
For a premium for one apprentice bound in each year	1	2	0
For a stamp for the indenture	1	0	0
	7	6	0

The expense of the stamp may in future be saved, as indentures of apprentices bound out from public charities are exempted from the stamp duties. One child is apprenticed from the school in each year, and another appointed to succeed to the vacancy thus occasioned. Notice is given in the church of the intended appointment; which if there

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are two or more candidates properly qualified, is decided by drawing lots.

The accounts are kept by Mr. John Dicker, and settled annually at Midsummer by the trustee. In consequence of a new power of attorney not having been obtained after the decease of some of the late trustees, the dividends were unpaid for six years previous to 1820, and Mr. Lethbridge advanced to the charity during that time 20l. 15s. 6d.; but on the settlement of the accounts at Midsummer, 1823, there was a balance in his hands in favour of the charity, of 18l. 3s. 6d. part of which will be required for the expense of a new trust deed, and the residue ought to be applied in augmentation of the charity.

PARISH OF DREWSTEIGNTON.

Parish Lands.

By indenture of feoffment, bearing date 10th March, 1603, John Furse and Bartholomew Martin, as surviving feoffees of the premises therein mentioned, conveyed to John Newcomb and seven others, parishioners of Drewsteignton, and their heirs, a messuage and tenement, situate in Venton in the said parish, and a tenement called "Our Lady House," and a garden, with a close of land, adjoining to the same tenement, situate in the said parish, and lying on the east side of the churchyard of the said parish; of which premises the said John Furse and Bartholomew Martin, with others then deceased, were enfeoffed in trust, to permit and suffer the churchwardens of the said parish from time to time to receive the rents and profits of the said premises, to the use of the said parish; to hold to the said John Newcomb and others, and their heirs, upon trust, for the relief and maintenance of the poor people of the said parish, and for the reparation and maintenance of the said parish church for ever.

In the last trust deeds of these premises,

No.	PARISH.	LESSEES.	TENEMENTS.	Term and Number of Lives.
1	Drewsteignton	John Holman	House, called Lady House, garden, and close of land, containing about an acre, called the Hay.	let by agreement for seven years, from Christmas 1821.
2		Andrew Knapman	House and 11 fields, containing 29 acres, called Venton.	yearly tenant
3		George Stoneman	Two cottages	99 years, determinable on one life,
4		G. Stoneman, jun.	Two cottages, butchers shop and	Do.
			Small stable	99 years, determinable on two lives.
5		John Dickers now Mary Hole.	Two cottages	99 years, determinable on one life.
6		John Vincent now his Daughters.	A cottage	99 years, determinable on three lives.
7		John Haydon	A cottage, out house, and small garden plot	99 years, determinable on one life.
8		Thomas Mudge	A cottage and small plot of ground.	99 years, determinable on two lives.

There are also seven cottages which are occupied by paupers of the parish, rent free, and are repaired by the feoffees. An apartment, in one of these is used for the purposes of a school and vestry-room.

The leases for terms of years, determinable on lives, have been renewed from time to time, on the payment of fines, the amount of which has been settled by the feoffees. The tenements Nos. 1 and 2, have usually been let by auction. The lease of No. 7, was incautiously granted without the reservation of any rent. At the time of our inquiry in August, 1823, the rent of No. 4 had been unpaid from the year 1817; but we were told, that the tenant had declared himself willing to pay such of the arrears as had accrued during his occupation, which commenced in 1813. The buildings, with the exception of those of No. 2, are stated to be in fair repair.

The management of the trust has been

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which bear date 15th and 16th May, 1812, and whereby William Ponsford and John Ponsford, as the surviving feoffees, conveyed the trust premises to the Rev. Edward Trevenen, and five others, to the use of all the parties thereto, they are described as a messuage called the Almshouse and School-house, lying in the south-west corner of the church-yard; a house called the Almshouse, at the west steps of the church-yard; several messuages, gardens and orchards, and a little plot of ground called the Hay, all which were formerly known by the name of "Our Lady House," with the garden and close of land thereto adjoining, on the east side of the church, whereon, and on the waste belonging thereto, of late years several buildings had been raised, parts of which were in the possession of the tenants therein mentioned; and the residue, called the Care House, was inhabited by poor people, placed there by the parish officers; and a messuage and tenement lying at Venton in the said parish; and they were thereby conveyed upon trust, that the feoffees should permit the house called the Almshouse and Schoolhouse to be used for the keeping a school for the benefit of the parish; and should apply the rents of the said premises, and the monies arising by any leases thereof, to be granted towards the relief and maintenance of the poor people of the parish of Drewsteignton, and towards the reparation and maintenance of the parish church thereof, and the repairs and outgoings of the said premises, as had been usual; or else, that the trustees should permit the churchwardens to receive and apply the same accordingly.

The following is a rental of the property belonging to this trust:—

Date of Lease.	Consideration.	RENT.	Estimated clear Yearly Value.	OBSERVATIONS.
	£. s. d.	£. s. d. 10 10 9	£. s. d. good rent	The feoffees to do the repairs.
		15 0 0	do.	The feoffees do the repairs, except the thatching.
3 Nov. 1798	4 4 9	0 0 3	4 4 0	
18 April 1786 7 April 1816	20 0 0	0 2 0	4 4 0	
31 Mar. 1777	22 0 0	0 1 9	3 10 0	
4 Oct. 1806	13 0 0	0 0 5	1 15 0	
30 May 1804	1 1 0 and surrender of former lease		2 0 0	
17 Dec. 1821	30 0 0	0 1 0	2 10 0	

usually confided to one of the feoffees, who is called the treasurer, and holds the office for three years.

A part of the annual income is bestowed in payments for the repair of such of the houses as are not let for years determinable on lives, and in the distribution of 3l. at the parish meeting at Lady-day, amongst such of the poor as do not receive parochial relief, after the rate of 6d. for each child, and the residue is carried on, from time to time, in the treasurer's accounts. From this fund it has been usual to make advances when any considerable repairs have been required at the church, (the ordinary charges for that purpose being defrayed by church rates,) and also to pay sums to the overseers in aid of the poor's rates. In 1877, the sum of 100l. was paid by the treasurer, of which one moiety was applied to the repairs of the church, and the residue in aid of the poor's rates. We are told, that including

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the annual expense of the repairs of the houses occupied by the poor, rent free, and the distribution at Lady-day, the rents and profits may be considered as equally divided between the church and the poor.

The sums paid in aid of the poor's rates, are a benefit to the contributors to those rates, rather than to the poor of the parish; but these lands appear to have been held in trust for the parish, previously to the statute of 43d Elizabeth, and the information derived from the trust deeds, does not enable us to say, that this appropriation of part of the rents is improper.

The accounts of the treasurer are produced yearly, at the general parish meeting, and are examined at the same time as those of the overseers. On the account passed at Lady-day, 1823, a balance of 5l. 14s. 9d. was found due from Mr. George Ponsford, the treasurer, exclusive of a sum of 60l. placed in a bank at Exeter, as a fund for building a new gallery in the church, which is rendered necessary by the increase of the population of the parish.

Hall's Gift.

It is recorded on a tablet in the church of this parish, that Mr. *Thomas Hall* had designed to settle 52s. per annum, to be bestowed in bread, weekly, for the poor thereof, and 2s. per annum to one that should distribute the same; but that having died before he could perfect his pious intentions, the settlement was made good by Mrs. Eleanor Hall, his relict and administratrix, in 1705.

We have not seen any other document relating to this gift; but in respect of it, 1s. worth of bread is provided weekly by a baker, which is paid for by Mr. John Brock as the owner of an estate called Venton, in this parish. It is distributed in the church on every Sunday, after evening service, by the churchwardens or some of the respectable inhabitants, to 12 poor persons of the parish not receiving regular relief, if so many apply for it, but if not, to a less number. The small annual sum of 2s. directed to be given to the distributor, is also bestowed in like manner, making an addition of 6d. to the weekly distribution every quarter.

Weekes's Gift.

The Returns made to Parliament in 1786, state, that one ——— *Weeks* gave to the poor of "the family," 10l. then vested in the rector of the parish, and producing 10s. per annum.

This sum is reputed to have been in the hands of several successive rectors, until the incumbency of Dr. Roberts, who died about 15 years ago, and who is stated to have distributed the interest of 10s. annually amongst four aged persons of the parish, for some years, and afterwards to have divided the principal sum amongst them.

Boucher's Gift.

Jane Boucher, of the parish of Drewsteignton, by will, bearing date 8th May, 1806, directed Mrs. Ann Burge, her executrix, out of the residue of her personal estate, to lay out 100l. at least, in erecting a tomb to the memory of her and her late husband, in the churchyard of the said parish, and inclosing the same, and the burying ground of her family, with iron pallisades; and after the interment of herself and her aunt, Mary Ponsford, she desired that the said ground might not be broken for 100 years; and she directed, that her executrix should, out of the said residue, yearly, during the said 100 years, apply 10l. or so much thereof as should from time be necessary in keeping the said tomb and railing in complete repair; and the surplus to be distributed on Easter Monday, to poor widows and single women of the said parish.

The testatrix died in 1818, and her executrix and residuary legatee, Mrs. Burge, pursued her directions, in causing a tomb to be erected to the memory of her and her husband. She has also paid 10l. per annum to Mr. William Ponsford, of this parish, in the years 1820, 1821 and 1822, which sums were distributed by him and other principal inhabitants of the parish, amongst poor women, according to the directions of the testatrix; but she informs us, that she has not invested any money for the purpose of preserving this charity, during the period appointed by the testatrix, and that the personal estate of Mrs. Boucher was not sufficient for the discharge of her debts and legacies.

Ponsford's Gift.

Mary Ponsford, by her will, bearing date 15th March, 1817, gave to John Cann, esq. her messuage and tenement, called Hare Path, with the appurtenances in Drewsteignton, subject to the payment, for ever, of a clear annuity of 10l. per annum, to the rector, churchwardens and overseers of the poor of the parish of Drewsteignton aforesaid, for the time being, at Christmas, in every year, upon trust, to be by them paid and applied to and amongst such poor persons residing in the same parish of Drewsteignton, not receiving parochial relief, as they in their discretion should think fit. The estate of Hare Path has lately become the property of Mr. John Ponsford, by purchase. Although this gift is void under the Mortmain Act, the annuity of 10l. has been paid to Christmas, 1822. A list was produced to us of the names of 149 poor per-

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sons of this parish, not in the receipt of regular relief, who received 16d. each at the last distribution, which, in consequence of a delay in the payment of it, was not made till July, 1823, when the sum given away exceeded by 2s. 8d. the amount of the annuity. Previous notice is given of the distribution, which takes place at the vestry room.

PARISH OF GIDLEIGH.

CHURCH LANDS.

By indentures of lease and release, bearing date 1st and 2d February, 1733, George Bennett, and two others, surviving feoffees of the lands thereinafter mentioned, for the use and support of the parish church of Gidleigh, granted to William Vogwell and four others, and their heirs, the messuages and tenements called South Ford and North Ford, lying in South Ford, in the parish of Gidleigh, in trust, fairly and honestly to apply and employ the whole clear rents and profits of the said premises, towards the support and reparation of the parish church of Gidleigh, and sustaining and maintaining the same, and the ornaments thereunto belonging, as formerly had or ought to have been done, with a proviso for appointing new trustees, when they should be reduced to two.

The last trust deeds bear date 19th and 20th December, 1791, under which three trustees are now living.

The trust premises consist of two small estates adjoining to each other in the parish of Gidleigh, comprising two houses, and about 24 acres of land, in the occupation of Thomas Lee, as yearly tenant: He took them by tender about eight years ago, at the rent of 31l. 10s. (subject to deductions for repairing the buildings), which rent was, in consequence of the depreciation in the value of land, lowered from time to time to 23l. 10s. The last mentioned rent was paid to Lady-day, 1822; and for the year ending at Lady-day, 1823, only 18l. has been paid, which is stated to be the fair value of the premises.

The rent is received by one of the trustees; and after payment for the repairs of the premises, of which an account is produced to the parishioners, is paid over by him to the churchwardens.

The rent has not been confined in its application to the repairs and ornaments of the church, but has been carried to the general account of the churchwardens, for all matters usually comprised therein. When it is insufficient for these purposes, recourse is had to a church rate.

PARISH OF SOUTH TAWTON.

BURGOYNE'S ALMSHOUSE.

It appears from an entry in the register of this parish, supposed to be in the handwriting of the Rev. Thomas White, vicar of the parish about the year 1750, that *Robert Burgoyne*, by his will, gave in 1656, to eleven esquires and gentlemen of the county of Devon, and the parish of South Tawton, as trustees, three almshouses and a field, called the Jamphay, with the gardens and appurtenances, for ever, to the use of three poor widow women to live in, each of them to receive 6s. 8d. yearly, to be paid quarterly out of the rents and profits of the said field; and the residue and overplus of the rents and profits of the same, to remain as a stock for the keeping and maintaining of the same house in continued repair, or building new houses for other poor women, and giving them like allowance, or for enlarging the allowance to the poor widow women who should reside in the said houses. Searches have been made for this will, without effect.

A lease was produced to us, bearing date 28th September, 1728, whereby William Oxenham, jun. esq. Thomas Hore, George Hunt, Francis Moore, sen. Francis Moore, jun. James Battishill, John Oxenham, John Dunning, sen. John Orchard, sen. Oliver Long, jun. Philip Burgoyne, William Steere, Thomas Hole, and John Battishill, of South Tawton, (described as being feoffees mentioned in a deed of feoffment, bearing date 26th December, then last past, made for the better preserving and keeping on foot a certain gift and devise of one field or close of land, called Jamphay, and three almshouses thereto adjoining, lying within the borough of South Zeal, in the parish of South Tawton, theretofore bequeathed to several trustees by one Robert Burgoyne, of South Zeal, gentleman, deceased, for the use and benefit of such three poor widow women as should, from time to time, be placed in the said almshouses,) demised to James Lethbridge, in consideration of 29l. paid by the said James Lethbridge to Wm. Oxenham, sen. (being so much money laid out by the said Wm. Oxenham, sen. in and about the re-building of the said three almshouses), the said close of land, called Jamphay, for the term of 99 years, if Richard, John and Thomas Lethbridge, sons of the said James Lethbridge, or any of them should so long live, paying yearly to the said feoffees, or their successors, or to the three poor women, from time to time inhabiting the said almshouses, the rent of 20s.; and also yearly paying to the said feoffees, the further yearly rent of 6s. 8d. towards repairing the said almshouses.

We have not been able to find the trust deed referred to in this lease, nor any trace of a subsequent appointment of trustees; nor is it known, who was the survivor of those who granted the lease of 1728.

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It is said that the almshouses had been destroyed by fire shortly before this lease was granted, and that the object of it was to raise a fund for defraying the expenses of re-building them. The lease did not determine till 1815, when Thomas Lethbridge, the survivor of the persons on whose lives it was granted, died in his hundredth year.

The field called Jamphay contains about 1½ acre of land adjoining the almshouses. It had been let for some years by the said Thomas Lethbridge, in whom the lease of 1728 was vested, at about 4l. per annum. In 1814, he let it to George Drew, at a very high rent of 8l. per annum, but both of these persons died before a year's rent became due. After their deaths, Thomas Lethbridge the younger, the son of the above mentioned Thomas Lethbridge, although the interest under the lease of 1728 had ceased upon the death of the father, agreed, with George Drew the younger, nephew of the above mentioned George Drew, to let the field to him; but the amount of the rent to be paid for it, does not appear to have been finally settled between them. The widow of George Drew, the elder, paid 4l. to Thomas Lethbridge the younger, for one half year's rent due at Lady-day, 1815; and George Drew the younger, paid him the same sum for half a year's rent due at Michaelmas in the same year; and from 1816 to 1818, advanced money, and being a butcher, furnished meat to him to the further amount of 14l. 12s. which sum was to be taken into account upon the settlement of the rent of this field.

George Drew the younger afterwards finding that Thomas Lethbridge the younger had no right to the field, refused to pay him any more rent, and upon an application being made to him by the parish officers of South Tawton, on behalf of the charity, he at first offered to pay them rent for it, but afterwards declined doing so, and relying, as it would seem, upon the difficulty of ascertaining in whom the legal estate was vested in trust for the charity, continued to the time of our investigation (August, 1823), in the occupation of the field without paying rent to any body.

We are informed, that Thomas Lethbridge the elder, till within a year of his death, used to pay to three poor widows of South Tawton, inhabiting the almshouses (who on account of there being no trustees, were appointed from time to time by himself), 6s. 8d. each per annum; and that instead of paying the farther rent of 6s. 8d. reserved by the lease, he repaired the houses, and his son states, that he has since his father's death, laid out between 4l. and 5l. in the repairs thereof.

It appeared to us very desirable, that the matters in difference, relating to this small charity, should be settled by an arrangement between the above mentioned parties; and we have since been informed, that Geo. Drew has given up possession of the field, called Jamphay, to the churchwardens of South Tawton, on behalf of the charity; that a deed of feoffment of the trust property is in preparation from the churchwardens, they being in possession thereof, to the use of the vicar and ten respectable persons of the parish, as trustees for the almshouse; that Thomas Lethbridge has paid to the churchwardens 13l. which they have agreed to accept in satisfaction of the rent received by him from George Drew; that George Drew has undertaken to pay 5l. in satisfaction of the residue of the rent which ought to have been paid by him for his occupation, and that when the new trust deed is made, it is proposed to let the estate on lease for a short term, to the best advantage by tender or by auction.

As the field is estimated to be worth from four to five guineas per annum, the charity must still be considered as having suffered a loss of rent since the determination of the lease of 1728; but under all the circumstances of the case, we cannot but consider it highly advantageous to the charity, that this arrangement should be made without recourse being had to legal proceedings.

The above mentioned sums, received and to be received by the churchwardens, ought to be applied in the first instance to the expenses of the new trust deed, and of letting the field, and the residue of it in repairing or improving the almshouses; and the trustees ought to take care to place three poor widows, being proper objects, in the almshouse, and to divide amongst them the rents of the field, except so much thereof as it may be necessary to expend in the annual repairs of the almshouses.

Lang's Gift.

Oliver Lang, by a codicil to his will, bearing date 19th August, 1654, gave to the churchwardens and overseers of the poor of South Tawton, and their successors, for the use of the poor thereof, a yearly rent charge of 30s. during the term of 300 years, issuing out of a close of land, called Brushcombe, in South Tawton, upon the next Sunday after St. Andrew's day, yearly, during the said term.

Richard Drew the elder, is the proprietor of the close called Brushcombe, and pays this annuity of 30s. to the churchwardens.

This annual sum is united with that of 5l. arising from Oxenham's gift, the moiety of the rent of Coombe, derived from John Northmore's gift, and the rent of Derracombe, purchased with the gifts of William Battishill, Edward Northmore and others,

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all hereinafter mentioned, and they form one fund for distribution amongst the poor of this parish.

This distribution has usually been annual though not at any fixed times of the year. In 1815, 1816, and 1820, no sums were given away, in consequence, as it is stated, of its being found difficult to collect some of the rents; but the income of all the charities appears to have been ultimately accounted for and distributed. At the time of our investigation, the annuity arising from Lang's gift had been paid to Nov. 1822, and the other rents to Lady-day, 1822. The last distribution was made in April 1823.

The distributions, of which notice is given, take place at the church or in the vestry, according to a list of the poor, previously prepared, and are attended by the vicar, parish officers, and others of the parishioners. All poor persons of the parish, not having relief, partake of these charities, and in a few instances deserving persons, with large families, though receiving relief, have been admitted to a share of them.

A book is kept by the churchwardens, containing an account of the sums received and distributed; but the entries of them have not always been accurately made.

JOHN NORTHMORE'S GIFT.

An extract from this donor's will, in 1718, by which he gave an estate in the parish of Drewsteignton, called Coombe, one moiety of the rents thereof to be applied to the poor of this parish, and the other moiety to the poor of the parish of Okehampton, such as might be reduced to poverty by sickness, suretyship, or fire, or overburthened with children, and should not be relieved by poor rates, together with the particulars of the property and of the rent thereof, have been already stated in the present Report, in the account of the charities of Okehampton.

The moiety of the rent, after allowing disbursements, belonging to South Tawton; is received by the vicar of that parish. The application of it has not been specifically confined to the description of persons particularized by the donor, it having been united in distribution with the other charities above mentioned, in the account of Lang's gift.

OXENHAM'S GIFT.

William Oxenham, by his will, in 1727, as appears from an entry in the register of this parish, gave 5l. to be paid yearly to the poor of this parish, by the minister, churchwardens and overseers, by quarterly payments, out of the estate called Higher Cullaford.

Henry Shilstone is the proprietor of the estate called Higher Cullaford, and pays the annuity of 5l. to the churchwardens. Its application has been already stated in the account of Lang's gift.

GIFTS OF WILLIAM BATTISHILL, EDWARD NORTHMORE, AND OTHERS.

William Battishill, by his will, as appears by another entry in the register, gave 20l. to this parish, to remain as a stock for ever, to be disposed of by the churchwardens and overseers, and the profit thereof to be distributed to the poor, at Christmas every year.

It is also there stated, that he gave 20l. to be lent to poor tradesmen without interest, for one year, and no longer, by the consent of the said officers, with the approbation of the parson, vicar or curate, and so to remain as stock for ever; but it is added in the register, that this last mentioned 20l. was lost in lending out.

It also appears from the register, that 20l. more was left by the will of William Northmore, which was added to the first mentioned 20l. given by William Battishill, and that these sums were applied in purchasing the land of Derracombe, in this parish, for the use of the poor people.

The Returns made to Parliament in 1786, state, that with the two sums of 20l. each, given by William Battishill and Edward Northmore, together with a collection, land was purchased, then let for 4l. 4s. per ann.

By indentures of lease and release, bearing date 22d and 23d December, 1730, *Johanna Neale*, in consideration of 80l. conveyed to William Oxenham and another churchwarden, and Thomas Hore and three others, overseers of the poor of South Tawton, a field, called Derracombe Meadow, in that parish, in trust, to permit the churchwardens and overseers of the said parish, for the time being, to receive the rents thereof, and pay the same to such poor persons of the said parish, as should be at the monthly meetings of the parish officers and inhabitants, thought to stand in need of relief, so as such poor persons should not receive any monthly relief.

The field, called Derracombe, is now divided into four or five small plots, containing, in the whole about nine or ten acres, in the occupation of William Fewens, under a lease from the churchwardens, for seven or fourteen years, of which about three years are expired, at the yearly rent of 12l. subject to deductions for repairs of the gates. The lease was granted by tender, and the rent is considered to be the fair value of the premises. The distribution of this rent has been already stated in the account of Lang's gift.

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Dunning's Gift.

John Dunning, by his will, in 1781, gave an annuity of 5s. payable out of an estate in South Tawton, called Scurhills, during the life of his grandson, John Dunning, who is still living, to poor labourers in husbandry, of this parish, not receiving relief.

The present owner of this estate is James Cornish Dunning, the son of the donor, who distributes this annuity (though the gift is void, under the Mortmain Act) according to the donor's directions.

PARISH OF SPREYTON.

Hore's Gift.

Thomas Hore, by his will, bearing date 14th May, 1746, gave to the poor persons of the parish of Spreyton, a yearly rentcharge of twenty shillings, for ever, to be payable out of his messuage and tenement, called West Bigbear, situate in Spreyton, to the vicar, churchwardens and overseers of the poor there, for the time being, and by them to be distributed on every Christmas-day, to such poor persons as had no weekly relief.

This annuity of 20s. although given by will, after the passing of the Mortmain Act, 9 Geo. 2d. is still paid out of the estate called Little Bigbear, of which Mr. Thomas Cobley is the present owner, and is distributed at the annual meeting of the parishioners, holden about Lady-day, for passing the parish accounts, together with the rent of one-fourth part of Brush tenement, hereinafter mentioned, among such of the poor of the parish as do not receive constant relief, in sums varying from 9d. to 2s. according to their respective necessities.

Poor's Land.

By indentures of lease and release, bearing date 25th and 26th March, 1760, between Arthur Kelly, esquire, of the one part, and W. Battishill, J. Cann the younger, G. Cann brother of the said John Cann & Mark Cann, of the other part; the said Arthur Kelly, in consideration of 45l. conveyed to the said William Battishill and others, one-fourth part of the messuage or tenement, called Bush, in the parish of Spreyton; to hold to them and their heirs, residing in the parish of Spreyton, or such of them as should reside within the said parish, in trust, and to the only use and behoof of such poor of the said parish, as should not have constant pay of the said parish.

We have found no document to shew from whence the purchase money of this land, being 45l. was derived; but we are informed, that it is reputed in the parish, that there had been, before that time, some pecuniary donations to the poor of this parish, part of which had been lost, and that the residue, with an addition, made by the trustees, in whose names the land was bought, was laid out in this purchase.

In 1771, a lease was made, purporting to be granted by the said John Cann, Geo. Cann, and Mark Cann, who were then the surviving trustees, but executed by John Cann and Mark Cann only, whereby they demised to George Cann the younger, son of the said Mark Cann, the said fourth part of Bush tenement, then in the possession of the said Mark Cann, who was seised of the other three parts thereof, or his under tenant, for the full term of 99 years, at the yearly rent of 3l. with a covenant from the lessee, to keep in repair the buildings, and the other parts of the premises.

John Cann, who was the survivor of the trustees, under the conveyance of 1760, died in 1807, leaving John Cann, his nephew and heir at law, since deceased, whose son and heir at law, John Cann, now resides at Fuidge, in the parish of Spreyton. It seems proper that this trust should be renewed.

Mr. George Cann, the lessee, under the lease of 1771, is still living, and he informs us, that previously to that lease being granted, the three-fourths of the estate, belonging to his father, Mr. Mark Cann, and the fourth part, belonging to the poor, were let to a tenant, at the yearly rent of 12l. subject to deductions for repairs, rates and taxes; that upon that lease being granted, Mr. Mark Cann farmed the estate himself, & having pulled down an old house which stood thereon, began to build a new one, but died before it was completed; that he (Mr. Geo. Cann) finished the house after his father's death, and within a few years afterwards, occupied it as his residence, and has continued to do so to the present time, and that the expenses of erecting the house, barn and other buildings of the estate, have amounted to about 200l. He also informs us, that the whole undivided property consists of about 23 acres of arable land, rather more than one acre of meadow, about 22 acres of moor land, usually covered with furze, but capable of being occasionally brought into tillage, and one acre leased by Mr. George Cann, in 1806, to the Rev. Richard Holland, for 58 years from the Christmas preceding, at the yearly rent of 2l. for the purpose of erecting two cottages thereon, which have been built by Mr. Holland, at a considerable expense.

The annual value of the whole of the property in its present state may be about 30l, a considerable part of which arises from the buildings erected since the lease of 1771 was granted. It is not improbable

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that the clear rent of 3l. per annum, reserved by that lease, was at the time of granting it, the fair value of the fourth part, belonging to the charity; but we conceive that the trustees had no authority to grant a lease of so unusual an extent, and it is to be observed, that it was granted to a son of one of the trustees, who was the owner of the other three-fourths of the estate.

Mr. George Cann, the lessee, has expressed his readiness to surrender to the heir of the surviving trustee his present lease, of which about 48 years are unexpired, upon a new lease for 21 years being granted to him at the same rent; and it appears to us, that, although the rent is inadequate to the present value of the fourth part of the estate, yet if the improvements which have been made, and for which the tenant may fairly be considered entitled to an allowance, are taken into consideration, this arrangement must be considered advantageous to the charity.

The rent of 3l. per annum is received of the lessee by Mr. John Cann, as the heir of the surviving trustee; the mode in which it is distributed has been already stated in the above account of Hore's gift.

We have, since our investigation, learnt that Mr. George Cann has surrendered his lease for the residue of the term of 99 years, and taken a new lease for 21 years, at the same rent.

CANN'S GIFT.

John Cann, by his will, bearing date 13th March, 1798, proved in the Bishop's Court at Exeter, in 1807, in which year he died, gave to his nephew, John Cann, 50l. upon trust, that his said nephew, his executors and administrators, should yearly, for 50 years, to be computed from the day of the testator's death, pay 20s. to and amongst such poor persons of the parish of Spreyton, and in such proportions, as he should think fit. The annual sum of 20s. has been paid from the donor's death until the present time, first by Mr. John Cann, his nephew executor, and since his death by his nephew's widow and executrix, and distributed by them respectively, at the parish meeting about Lady-day, to poor persons of the parish, selected by them, usually in sums of 2s. to each.

PARISH OF THROWLEIGH.

CHURCH LAND.

By indentures of lease and release, bearing date 23d and 24th April, 1783, between James Wonson, described as being the only surviving feoffee, concerning the premises therein mentioned, of the one part, and Richard Dunning the younger, and four others, of the other part, the said James Wonson, in consideration of the trusts thereinafter declared, conveyed to the parties of the second part, and their heirs, a messuage and tenement, in Chagford, being two dwelling-houses, and two gardens, containing in the whole nine perches, or thereabouts, on trust, for the reparation and maintenance of the parish church of Throwleigh, as the said trustees, or the major part of them, or of the survivors of them, together with the churchwardens of Throwleigh for the time being, should appoint, and for such other uses if any might be, as the rents and profits of the premises had formerly and of right been accustomed to be employed; with power to the trustees to lease the premises for three lives, or for any number of years determinable on three lives, or for 21 years absolutely, reserving the accustomed rents.

Three of the trustees, appointed by this trust deed, are still living.

The premises, consisting of a dwelling-house, with a blacksmith's shop and garden, are in the occupation of William Stoneman, under a lease for 21 years from Michaelmas 1819, at the clear yearly rent of 5l. 15s. 6d. They had been previously let for a term of 99 years determinable on lives; a parish meeting was held for letting them to Mr. Stoneman, and the present is considered to be a good rent. When the late lease determined, the premises were in very bad repair, and the tenant undertook to put them into good condition, which he has done. The rent is received by the churchwarden, and is, together with two annuities of 5s each, hereinafter mentioned, carried to his account, and applied in aid of the church rates, for the repairs of the church.

ANNUITIES PAYABLE OUT OF NORTH MURCHINGTON

The annual sum of 5s. is paid to the churchwarden of this parish, for the support of the church, and a similar annual sum is distributed amongst poor labourers, by Richard Gay, as the owner of an estate in the parish of Throwleigh, called North Murchington. It is not known at what time, or by what instrument, these annuities were granted.

DUNNING'S GIFT.

John Dunning, by his will, in 1781, gave an annuity of 5s. for the support of the church of Throwleigh, payable out of an estate in the parish of South Tawton, called Scurhills, during the life of his grandson, John Dunning, who is still living.

Though this gift is void by the mortmain act, the present owner of the estate, James Cornish Dunning, the son of the donor, pays the annuity to the churchwarden of this parish.

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GENERAL CHARITY.

BAMPFIELD'S GIFT.

William Bampfield, of Arlington, in the county of Devon, clerk, by his will, bearing date 14th August, 1719, gave to his nephews, William Bampfield and Edward Bampfield, their heirs and assigns, all his messuages, lands, &c. in the parish of Goodleigh, in the county of Devon, upon trust, immediately after his decease, from time to time, and at all times, for ever, to employ and expend the clear rents and profits thereof in maintaining and educating a boy of his relation, called Bampfield, at school, until such boy should be fit to be removed to one of the universities of Oxford or Cambridge, so that such boy should not be kept at school beyond the age of 19 years; and when such boy, at or before such age, should be fit for one of the said universities, then to send him thither, and to admit him in one of the colleges or halls thereof, and there to maintain and keep him, out of the said rents and profits, for the space of seven years, from the time of such admittance, and no longer; and in regard that the education and maintenance of a boy at school might not in each year exhaust the whole rents and profits of the said premises, his will was, that the surplusage thereof, beyond what should be expended in the maintenance of such boy at school, should be employed towards the increase of his maintenance at the university; and he directed, that after such boy should have been maintained and educated at school, and at the university as aforesaid, for seven years, or should die, which of the two should first happen, his said two nephews, their heirs and assigns, should maintain and educate another boy, of his blood and name of Bampfield, in like manner at school, and at one of the universities, out of the said rents and profits, and under such restrictions as aforesaid, until such other boy should have continued in the university for the space of seven years, and no longer, or should die, and that so in like manner one of his name of Bampfield and blood should be maintained and educated, at one of the universities for such time as aforesaid, one after the other, for ever; and in case there should not be any boy of his name and blood that should be capable and fit for such education, his will was, that his said two nephews, their heirs and assigns, should take, maintain, and keep one other boy, such as they, or the survivors or survivor of them for the time being, should think most fit, at school, and at the university, in manner aforesaid, and under the same terms and restrictions as aforesaid, but that his own relations, called Bampfield, should always be preferred, before any other; and he also gave to his said two nephews, their heirs and assigns, all his messuages, lands, &c. in Meadenford, in the parish of Barnstaple, in the said county of Devon, upon trust, immediately after his decease, to employ and expend the clear rents and profits thereof in assisting to maintain and educate Thomas Harris, son of Thomas Harris, butcher, of Barnstaple, at school, and at one of the universities, and afterwards to add the rents and profits of Meadenford to those of Goodleigh, for the better maintenance of that boy (whoever he should be) that should then receive that benefaction, and so for ever; and he directed, that his said two nephews, their heirs and assigns, and the survivors or survivor of them, after his decease, should yearly, for ever, give and deliver an account, under their hands, in writing, in the chancel of the parish church of Arlington aforesaid, unto John Spooner, rector of Eastdown, Bartholomew Worthy, rector of Bratton Fleming, and William Churchward, rector of Goodleigh, and their successors, rectors of Eastdown, Bratton Fleming and Goodleigh, for ever; and that whosoever should receive benefit by his benefaction, and should have completed his course both at school and at the university, and should have taken his master of arts degree, should act as a trustee with the rest, nominated as aforesaid, and after his death the second, and after him the third, and so on for ever, in hopes that they would promote so good and pious a design, from which they had already received such benefit; and he allowed 10s. every year to be deducted out of the premises to be expended in making up their accounts, for ever, of the rents and profits of the said lands in Goodleigh and Barnstaple, and how, to whom, and in what manner particularly, they the said William Bampfield and Edward Bampfield, their heirs and assigns, and the survivors and survivor of them, should employ and expend the same; and he directed, that each party or parties should sign such account or accounts; and for the safe keeping of the said accounts, his will was, that they should leave and lodge the same in the parish church of Arlington aforesaid, in the parish chest there, together with a true copy of his will, that the same might be resorted to upon all occasions, to the end that his gift might not be misused, misapplied or lost; and he directed that to complete his benefaction, his executors should lay out 300l. to purchase the perpetual donation of some benefice, to receive a scholar of his name, when his time of seven years should be expired in one of the universities, and he had taken his master of arts degree, if it should then happen to fall, or whenever it should do so, or for want of one of his name and family, then one who should be elected to receive benefit by his benefaction.

The above mentioned Edward Bampfield

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having died in the life-time of the said William Bampfield the testator, he, by a codicil to his will, bearing date 5th January, 1720, directed that the 300l. ordered to be laid out in purchasing the perpetual donation of a benefice, as above mentioned, should, until a proper purchase could be had, be put out at interest on good security, by his nephew and executor, William Bampfield; and that the produce and advantage that should be made thereof should, together with the said 300l. be laid out in the purchase of such perpetual donation, when a proper purchase could be found; and he also directed, that 20s. per annum, instead of 10s. should be deducted out of the profits of the estates, and expended at at the yearly meeting of the trustees, if they should think fit; and he gave to his said nephew William Bampfield, all the sums of money, lands, &c. which he had before given to his nephew, Edward Bampfield, deceased; and he gave to Elizabeth Bampfield, the widow of his nephew Edward, 50l. to be paid within six months after his decease; and directed that after her death, the said sum should be paid by her executor or administrator to his executor or his heirs, and be added to the benefaction, for the education of a boy, as mentioned in his will, provided that the said Elizabeth Bampfield should die worth so much money; and he directed, that the young timber trees then growing on his tenement at Meadenford, should be preserved, and not cut down until they should be full grown and proper to be felled; and he also directed, that if at the time of his decease there should be no one of his name and family, capable and willing to accept of the benefaction mentioned in his will, his cousin Gregory Tamlyn should have the benefit thereof, as soon as he was capable and qualified to be sent to a Latin school, except 4l. per annum, which he directed should be distributed among his poor relations, until one of his name and family should be capable and willing to receive it; and that until the said Gregory Tamlyn should be sent to a Latin school, the rents and profits of his estates in Goodleigh, except as aforesaid, should be preserved for the greater advantage of the said benefaction, and of the said Gregory Tamlyn, when he should be sent there; and he appointed his nephew, William Bampfield, his sole executor.

We are informed, that the testator died in 1720, and that his nephew and executor, William Bampfield, in pursuance of the directions of the above abstracted will and codicil, purchased the advowson of the rectory of Bradford, in the county of Devon, for the benefit of the scholars who might be educated under this trust; that he continued to act as trustee of this gift till about the year 1749, when he became incapable of business; and that Henry Carslake, who is stated in the proceedings in Chancery, hereinafter mentioned, to have married Elizabeth Bampfield, the daughter of the testator's nephew, William, then took upon himself the trust, and continued to act in it till 1757, from which time Henry Carslake, his son, acted as trustee till 1760, when he died, leaving William Carslake, his brother and heir at law, who succeeded to the trust, and is now living in his 91st year.

The property given by this donor, for the purposes mentioned in his will consists of:

1. A farm-house and outbuildings, and about 54 acres of land, called Bampfield's Northleigh, and Westerknapp, in the parish of Goodleigh, in the occupation of John Yeo, under a lease from Mr. William Carslake, for 14 years, bearing date 1st Sept. 1813, from Lady-day 1814, at the yearly rent of 74l. the tenant covenanting to keep the premises in repair, on being allowed rough timber. A memorandum is endorsed upon this lease, signed by the parties thereto, dated 9th March, 1815, stating, that previously to the execution of the lease, it had been agreed, that in consideration of the reduction in the value of the produce of land, the rent should be reduced to 55l. 10s. from the Lady-day then next, subject to be again raised, if the prices of the produce of land should increase. In 1813 an auction was held for letting this farm, but no sufficient offer was made, and Mr. Courtenay Gidley, who acted as solicitor for Mr. William Carslake, afterwards came to an agreement for the above mentioned lease with Mr. Yeo, who had held a prior lease of the premises for 14 years, from 1800, at the yearly rent of 37l. subject to deductions for repairs and taxes.

2. A small house or building, and 16A. 3R. 2P. of land, called Bampfield's Meadenford, and Bale's tenement, in the parish of Barnstaple, in the occupation of William Parkin, (with the exception of a wood called Terras Wood), under a lease from Mr. William Carslake, granted by private agreement, bearing date 14th September, 1820, for 14 years from the Lady day preceding, at the yearly rent of 30l. the tenant covenanting to repair the gates and fences, on being allowed rough timber. In 1791 a lease of these premises was granted for 14 years, at the yearly rent of 16l. 16s. subject to deductions. In 1805 the rent was increased to 20l. and in 1812 they were let to William Parkin, the present tenant, on a lease for seven years, at 40l. per annum; but in 1815 a memorandum was made on that lease, as in the case of the Goodleigh property, of the rent being reduced from 40 to 30l.

We are informed that farther allowances have been made to the tenants out of their rents, beyond the above mentioned reduc-

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tions, but we have not been able to ascertain the precise amount of such allowances.

We are not enabled to state, whether the sum of 50l. given by the donor to Elizabeth Bampfield, the widow of his nephew Edward, for her life, was ever repaid by her representatives, to be added to this benefaction.

Mr. William Carslake, who has acted as trustee of this gift from 1760 to the present time, did not, although summoned for the purpose of being examined respecting his management thereof, appear before us; but Mr. Courtenay Gidley, his solicitor, attended on his behalf, and stated, that in his opinion, although in point of health Mr. Carslake was able to have appeared in person, his faculties were impaired by his great age, and that he was not in a fit state to undergo an examination.

Mr. Gidley, on behalf of his client, protested against our inquiry into this case, on the following grounds: 1st. That the trusts of the donor's will were not created for any charitable purpose. 2dly. That if they are trusts for a charitable purpose, they cannot operate as such until all persons of the testator's name and blood are extinct; and, 3dly., That supposing this gift to be a charity, it is exempted from our investigation, as having special visitors appointed by the founder.

The first object of the donor undoubtedly was the education of boys in succession of his name and blood, but in case of there being, from time to time, no boy so qualified, capable and fit to receive this benefit, he directed the rents and profits of the estates given by him, to be applied for the education of such other boy as his trustees should think fit. We apprehend, therefore, that his donation must be considered a charity for education, with a preference given to the donor's relations bearing the name of Bampfield; and it appears to us, that the donor's directions, that yearly accounts should be rendered to the rectors of the parishes mentioned in his will, did not invest those incumbents with such a visitatorial power as is sufficient to exclude the case from our investigation.

We are informed, that previously to the time of Mr. William Carslake's taking upon himself this trust, several persons of the donor's name and family were successively educated out of the rents and profits of the estates given by him for that purpose, but we have seen no accounts relating to this gift prior to 1760, nor can we learn that any accounts have ever been delivered to the rectors of the three parishes mentioned in the donor's will, or deposited in Arlington church, according to his directions.

About the year 1783, Mr. William Carslake appointed John Bampfield, one of the name and blood of the donor, to be educated under the trust, who was sent to school, and afterwards to the university of Oxford, and continued to receive payments out of the rents and profits of the trust estates till 1802, when he was presented to the before mentioned rectory of Bradford, of which he is now the incumbent.

In 1801, Henry Joseph Carslake, the nephew of Mr. William Carslake, (there being then no person of the donor's name and blood capable of enjoying the benefit of this gift), was, with the consent of Mr. William Carslake, placed by his father, Bampfield Carslake, at school, to be educated under this trust, and a considerable expense was incurred in such education by his father, under the expectation of being reimbursed by Mr. William Carslake, which the latter refused to do, in consequence of which a bill was filed against him in the court of Chancery, by the said Bampfield Carslake and his son, Henry Joseph (then an infant), and in 1805, after the defendant had put in his answer, the matters in difference were referred to a barrister, who, in August, 1806, awarded that the defendant should pay to the plaintiff, Bampfield Carslake, 180l. as being at least the sum which the arbitrator found that the former ought to have appropriated out of the trust estate to the education of the said infant plaintiff, from 1801 to the time of the reference, and that the defendant should, during the time which, conformably to the trusts of the before mentioned will, should be required for perfecting his education, keep the said infant at school, and afterwards send him to the university, and in all respects fulfil the duties of the trust; and the arbitrator also directed, that the defendant should pay the costs of the suit in Chancery. The sum awarded by the arbitrator was paid by the defendant, the account thereof, including the rents of the trust estate to Lady day, 1806, being settled in January 1807. Farther advances were made by Mr. William Carslake, for Henry Joseph Carslake's education at school, till about 1810, when the intention of sending him to the university was abandoned, and he was apprenticed to a surgeon.

In 1811, John Carslake Duncan Yule, being of the age of nine years, the son of Captain John Yule, whose wife is the sister of the said Henry Joseph Carslake, and niece of the said William Carslake, was appointed by the latter to be educated under this trust, and placed at school. Mr. William Carslake discharged the expenses of his first year's education, but refused to pay the schoolmaster's bill for the second year, in consequence of which an action was commenced against him, and in 1813 he wrote a letter to Captain Yule, stating that he claimed the estates left by the Rev.

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William Bampfield, as his own property. This claim, however, was immediately afterwards abandoned, and Mr. William Carslake continued to pay the school expenses of Captain Yule's son till 1821, since which time he has paid some expenses incurred in the farther prosecution of the education of this young man, and he has also, with the exception of the first three or four years after the commencement of his education under the trust, provided clothing for him. At the time of our investigation (August 1823), Mr. John Carslake Duncan Yule had been entered at the university of Cambridge, and we were informed, that Mr. Carslake had undertaken to provide him with funds sufficient to enable him to reside there in the October following.

The only accounts that we have seen, relating to the receipts and expenditure, on account of this trust, are contained in two books produced to us by Captain Yule, which he states that he received from Mr. William Carslake some years since, for the purpose of showing what sums had been expended in the education and maintenance of the Rev. John Bampfield, and which books were afterwards the subject of an action of trover, brought against Captain Yule by Mr. William Carslake, in which the latter recovered 20l. damages.

From these accounts, which do not appear to have been regularly kept, or to have undergone any examination or audit, and of the accuracy of which we can form no opinion, it is to be collected, that the clear rents of the trust estates received by Mr. William Carslake, from 1760 to 1803, amounted to 986l. 10s. 8½d. and that the sums expended by him for the benefit of the Rev. John Bampfield, from 1783 to 1802, amounted to 1,075l. 15s. 3d. thus exceeding the receipts, during the first mentioned period, by 89l. 4s. 6½d. but a considerable part of this expenditure appears to have been incurred after this gentleman had been seven years at the university, at which time, under the provisions of the donor's will, his claim to any benefit from the trust fund ceased.

We have not been furnished with any statement of the sums expended on Mr. Henry Joseph Carslake's education, but the accounts between him and the trustee may perhaps be considered as having been settled under the award, to 1806, and farther sums were expended on his account till 1810.

It was at least to be expected, that an account might be produced to us of the sums expended for the education and maintenance of Mr. John Carslake Duncan Yule, from 1811 to the present time; but Mr. Gidley informs us, that, although Mr. Carslake has furnished him with some papers and vouchers showing the application of parts of the rents of the trust estate, these documents are not sufficient to enable him to make out a regular account.

The donor, by his codicil, directed that the timber on his tenement at Meudenford should not be cut down till it arrived at maturity, but no specific provision was thereby made for the application of the produce of the timber, when in a fit state to be felled. About the year 1805, timber was cut on the trust estates, and sold by Mr. W. Carslake, producing, after the payment of the expenses of the sale, 177l. 3s. 4d. We are informed, that this sum was invested in the funds; that this stock thus purchased was afterwards sold; and that, in 1810, the sum of 150l. was applied by Mr. W. Carslake, in payment of a premium on the before mentioned Henry Joseph Carslake's being placed as an apprentice with a surgeon. This application of part of the produce of the timber, does not appear to us to have been in conformity with the intentions of the donor, being for the benefit of a person who had been originally intended to receive the full advantage of education at school, and at the university, under this gift, but who had relinquished his claim to the completion of that course of education. No account has been given to us of the application of the residue of the money produced by the sale of timber.

In detailing the circumstances relating to the management of this trust, we have been unavoidably led to allude to the differences which have occurred between the present trustee and his relatives.

We are informed by Mr. Gidley, that Mr. William Carslake is willing to convey the trust premises, the legal estate of which is vested in him as the heir of William Bampfield, the donor's nephew, to some person of the donor's family, upon the above mentioned trusts. No power was given by the donor to his nephew or his heirs to appoint other trustees; and it appears to have been his intention, that the persons who should receive the benefit of education at school and the university, under this gift, should successively act as trustees thereof, but we cannot learn that any of these persons have interfered in the management of the trust. We apprehend, that if any appointment of trustees shall take place, it ought in strictness to be made under the directions of the court of Chancery.

It will be seen, from what has been stated, there has been much irregularity in the manner in which this trust has been conducted, and particularly, that the mode pointed out by the donor, for making annual accounts and depositing them in

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Arlington church, in order to prevent a misapplication of his gift, has been wholly disregarded. Whether the trust estates may have been at all times let to the best advantage, and whether the sums paid by Mr. William Carslake, for the benefit of several persons who have received education under this donation, may or may not have been equal to the whole of the clear rents and profits received by him, are points upon which the deficiency of our information, arising from the causes before assigned, does not enable us to form a correct opinion.

FINIS.

T. BESLEY, JUN. PRINTER, EXETER.

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THE

APPENDIX

AND

INDEX

TO THE

Report of the Commissioners

CONCERNING

CHARITIES

OF

THE COUNTY OF DEVON.

EXETER:

PRINTED AND PUBLISHED BY T. BESLEY, JUN.,
DEVONSHIRE CHRONICLE AND EXETER NEWS OFFICE,
NORTH-STREET.

1832.

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APPENDIX.

COUNTY OF DEVON.

HUNDRED OF BUDLEIGH WEST.

POUGHILL.

PYNCOMBE CHARITY.

31*st August*, 1819.

The Reverend PERRY DICKEN, Rector of Poughill.

WHAT charities are there in your parish?—The principal charity in the parish is that of Mrs. Pyncombe, who gave several estates in the parish of Poughill, and other lands in many other parishes, to trustees for charitable purposes. Mr. Charter, the steward and receiver of the charity, pays 5*l.* a-year at Christmas to the churchwarden of Poughill, which sum is distributed among the poor of the parish in general; and he also pays 2*l.* a-year to be paid to a widower of Poughill, and 2*l.* to two widows. Mr. Charter also, when I first came to the living, put the chancel of the church in repair, at the expense of the charity, and he has since paid the expense of the repairs yearly. I think, for the last two years, they have not laid out so much as 5*l.* a year in the repairs of the chancel. Besides the above, Mr. Chanter pays 5*l.* a year to the clerk of the parish, for the teaching of poor children of the parish to read. I lately applied to Mr. Chanter for an increase of this sum, and he informed me afterwards that the trustees would consent to increase the allowance to 10*l.* 10*s.*; but afterwards, I understand, this increase was objected to, and in fact no more than 5*l.* a-year have been paid for this purpose.

Are the children appointed by the rector and churchwardens?—They are not; there is no limit of the number of children; the boys are taught reading and arithmetic, and the girls are taught reading only; all are admitted who apply, and nothing is paid by the poor children to the master. Mr. Charter also brings with him some Bibles and Prayer-books when he comes to receive the rents once a-year, which are given for the use of the school.

Mr. THOMAS MELHUISH, of Poughill.

HOW is the sum of 5*l.*, received by the churchwardens, given away?—These monies, together with 17*s.* 8*d.* from Robert Gay's gift, and 17*s.* 8*d.* from Humphrey Brooke's gift, are given away at Christmas among the poor of the parish, at a vestry meeting, in sums from 8*s.* to 1*s.* each, according to the size of their families.

THOMAS MALET CHARTER, of Bishop's Lydeard, Somersetshire, Esquire.

WHAT situation do you hold under the trusts of the late Mrs. Gertrude Pyncombe?—I am receiver and steward.

Who are the present trustees?—Sir Thomas Buckler Lethbridge, bart. and the Rev. James Bernard; the other trustee, John Tindal Warre, Esq. died a few months ago. Mr. Luttrell, of Dunster Castle, is named to be the third trustee, but the deeds are not yet prepared.

Are you prepared with a statement of the property belonging to this trust?—The greater part of the property of the charity consists of two undivided third-parts of certain estates in which George Henry Carew, esq. of Crowcombe Court, near Taunton, is interested in the remaining third-part. He is so interested in all the property, except the estates in Ilfracombe and Burrington, and an estate called Edworthy, in Chawleigh. Thomas Wrey Harding, esq. is interested in one-third of the lands in Ilfracombe, and some other person is interested in the estate at Burrington; the estate called Edworthy belongs solely to the charity. Except also that of the estate called Wexland, in the parish of Atherington, Mr. Carew is entitled to one-sixth part, and the other five-sixth parts belong to the trust; and also except Middlewich, in Iddesley, of which the charity has one-fourth, the other parts belong to Sir Stafford Northcote and Mr. Mallett.

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[Witness produced a rental of the property of this charity, marked (A.) showing the quantity of the acres of the whole; the terms for which the estates are rented; the proportion of rent belonging to the charity; and the proportion of disbursements for the last year.]

In what mode is this property let?—We used to let either by tender or by auction, but we have found, that in letting estates by auction, we have sometimes got bad tenants; and lately it has been generally done by a valuation of a surveyor, and the letting has been under that valuation.

Do the tenants in general repair?—They are bound by their leases to do the usual tenants' repairs; but they do not repair walls and roofs, except thatch.

Are any of the trust estates let on leases for lives?—They are; but the trustees do not now renew such leases, except of cottages.

Have you any deeds, which show the title of Mrs. Pyncombe at the time of her death?—I am not in possession of any such deeds; I have only the rentals which have been handed to me, which go back as far as 1786, and since that time the property has continued the same.

Are there not some moors, belonging to the charity, not mentioned in the rental?—There is a moor called Riddlecombe Moor, and another moor called Bidefin Moor, on which the tenants of the charities have rights; these moors are both in the parish of Ashreigny.

In the rental, there is a small estate in Iddesley, stated as in hand and not yet let; do you know the value of this?—I cannot state the value; but I have ordered it to be valued by the surveyor preparatory to letting it, and I have not yet had the valuation.

How are these estates managed as between the trustees of the Pyncombe property and Mr. Carew?—Mr. William Croote is the surveyor on behalf of both parties, and all communications on the subject of the property pass through me to the parties interested. I am concerned for Mr. Carew, the owner of the remaining third of the greater part of the property.

There are some heriots brought to the account; what are they paid for?—These heriots are reserved on the leases for lives, and as the lives drop, they become payable, and are carried into the account.

When did the trustees first resolve not to renew the leases for lives except of cottages?—About four years ago; and this resolution has not been departed from except in one instance, viz. Gribble's tenement, in which the widow of the former lessee was very desirous of having her own life put in; there being a young life then subsisting, and she being much older than that life, the trustees agreed to it, and for which she paid 40*l*.

Have all the fines on renewals been brought into the account?—They have.

Have any abatements been made in the rents in consequence of the depreciation of the value of land?—In 1816, the trustees entered into a resolution that I should be at liberty to make abatements in the rents to the rack-rent tenants, as long as the agricultural distress continued, at the rate of 20 per cent., and more where in my judgment it was thought necessary.

Have abatements been made by you to that extent?—I have made abatements, but not to that extent, and the abatements which have been made, have been approved of by the trustees, and Mr. Carew has acquiesced in them.

Are the rents, as stated in the rental, the abated rents?—Such rents as have been abated; the whole have not been abated, and I think there is a fair expectation of advancing these rents again, but not equal to the original rent agreed for.

Are courts regularly held of the different manors?—They are, at which the rents are paid, and the expense of holding courts is divided between the trustees and Mr. Carew, in the proportion of their interests.

There are two woods, Hole Wood & Ash Wood, said to be in hand; how are these woods managed?—These are coppices; and we allow the coppice wood to grow to a proper state, when it is sold by auction as it becomes fit, and the produce carried to account. There is not more timber than sufficient for repairs.

Is the land-tax redeemed?—It is not; it is in general paid by the tenants, and not included in the disbursements; but in very few instances it is allowed to them out of their rents.

The late Mr. Luttrell of Dunster, appears to have been lessee of a small part of this property at Dunster, and he was also trustee; was he a trustee at the time of the granting of the lease?—He was not trustee at the time, but was appointed afterwards.

[Witness produced the following account of receipt and disbursements for the year ending Lady-day, 1818, being the last audited account which appears to have been audited on 22d June, 1819.]

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General Statement of the Accounts of Receipts and Disbursements for one year, to Lady-day, 1818, as taken from the accounts audited 22d June, 1819.

Receipts.	£.	s.	d.
Balance of last year's account	1,187	3	1¾
Amount of gross rents received	983	15	8¾
Interest on £2,000	100	0	0
Amount of casual profits, heriots, &c.	6	10	0
	2,277	8	10½

Disbursements.	£.	s.	d.
Alllowed to tenants	137	17	0
Twenty annuitants	40	0	0
Overseers of Poughill	5	0	0
To schoolmasters	50	0	0
Land-tax for Ash Wood and Hole Wood	0	10	0
Proportion of expenses of holding courts & court dinners	8	7	4
Postage & stamps for receipts	1	10	0
Mr. Croote's (surveyor) salary	7	0	0
Receiver's salary	20	0	0
Augmenting 17 livings, 100*l.* each	1,700	0	0
Balance in receiver's hands	307	4	6½
	2,277	8	10½

There appears in this account to be money paid to the trustees for interest; what is this money?—Interest used to be paid by the late Mr. Bernard for 2,000*l.* trust-monies in his hands belonging to this charity, for which he had given his bond; this money has been lately paid off, and it is now invested in 2,581*l.* 11*s.* 8*d.* stock in the three per cents., in the names of the three then trustees, and produces a dividend of 77*l.* 8*s.* 10*d.* a-year; this sum arose, I suppose, from savings, but as it arose before I became concerned, I cannot speak positively to that.

Have the balances been laid out in Exchequer bills, pursuant to an order of the trustees in 1818?—The balances since that order have been very small, but it is intended to be acted upon; the balance on the last audited account is 307*l.* 4*s.* 6½*d.*

What are the disbursements to the tenants charged in the accounts?—They are principally for repairs; sometimes for apple trees for improving an orchard, and in the few instances I have mentioned for land-tax.

How are the expenses of the new leases borne?—The tenants pay the expense of leases.

Are all the payments made to the poor of the different parishes, as directed by Mrs. Pyncombe?—They are.

How are the ten poor men and ten poor women appointed as annuitants?—They are appointed on vacancies by death of an annuitant on the recommendation of the minister, churchwardens and principal inhabitants of the parish. The annuitants are always kept in the parishes mentioned in the directions of Mrs. Pyncombe, and the same numbers are kept up in each parish.

Who appoints the different schoolmasters in the several parishes?—They are appointed by the trustees, on the recommendation of the clergyman of each parish; and as I go round to hold the courts, I make enquiries into the conduct of the masters, and the management of the schools, and I then attend the schools.

Are books provided for these schools out of the funds of the charity?—They are provided as they are found to be wanted, and the expense thereof carried to the account. It was the wish of the trustees to advance the salary of the schoolmaster of Poughill from 5*l.* to 10*l.* a-year, on account of his good conduct; and one year's advanced payment was made, but on looking into the trusts of the will, and the decree, the trustees were of opinion, that it could not be regularly done, and therefore the salary was again reduced to 5*l.*, and the master repaid the additional 5*l.*

What are the salaries of yourself and of Mr. Croote, the surveyor?—Up to 1818, the salary paid to myself from the charity was 20*l.* and Mr. Croote 7*l.*, but they have now been raised; my own is raised to 80*l.* but a part of that is for the management of another charity called Horner's charity, in Somersetshire, under the direction of the same trustees. The order for this increase of my salary was made in July, 1818, at the same time that the before mentioned order was made for laying out the balances in purchase of exchequer bills, previously to which time the balances were suffered to remain in my hands; Mr. Croote's salary was raised at the same time from 7*l.* to 10*l.* a-year.

Besides these salaries, are your expenses of travelling charged?—The expenses of holding the courts are charged, which include my travelling expenses.

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There is a charge in 1816 of 255*l.* 5*s.* 10*d.* for solicitor's (Mr. Beadon's) costs, in a cause of the Attorney-General *v.* Hamilton, and the further sum of 61*l.* 16*s.* 10*d.* for the receiver's costs in the same cause, what did that expense arise from?—There was an agreement between the trustees and Mr. Carew that a partition should be made of the property between them, and a bill was filed for that purpose, but some difficulties arose in the suit in carrying the agreement into effect, on which account the object of the bill was abandoned.

Did Mr. Carew pay any proportion of these expenses?—He paid his third part thereof. The partition was thought advantageous to the charity, as well as to Mr. Carew.

In the same year, there is a bill of Messrs. Chilcott and Easton, surveyors, of 166*l.* 13*s.* 4*d.* how did this expense arise?—This was the amount of two-thirds of the charges of these surveyors, who were appointed in the cause to value the property previous to the partition. The trustees thought the bill exorbitant, but not being able to get it abated, I paid the amount by order of the trustees.

In what mode is the application made for the contribution by this charity to the augmentation of small livings?—The applications are generally made to me from the clergy of different parishes from all parts of the kingdom; these applications are submitted to the trustees at their meetings, who decide upon those that are most fit, and that fall within their rules.

What are the rules in that respect?—The trustees contribute to the augmentation of livings of that class that are entitled to the benefit of Queen Anne's bounty; they give 100*l.* on the contribution by the patron or incumbent, of a like sum of 100*l.*, upon which the governors of Queen Anne's bounty advance 300*l.*; and they do not advance the 100*l.* until the incumbent has succeeded in his application for Queen Anne's bounty, and until I have had an assurance to that effect from Mr. Paterson, the treasurer, upon which I pay the money to him.

What was the number of livings thus augmented in the year 1818?—There were 17 livings augmented in that year with 100*l.* each from this charity.

How often do the trustees meet?—They meet annually, at the houses of each alternately.

The accounts up to Lady-day, 1818, do not appear to have been audited till June, 1819, and such appears to have been generally the course, why is that course pursued?—The tenants pay their rents yearly in July and August, up to the preceding Lady-day; the trustees meet in the preceding June, when they make their orders for the application of the year's rent, which application is usually made before the succeeding meeting, and then the year's accounts are audited.

What number of livings were ordered to be augmented at the last meeting?—There were eleven, which are now in a course of being completed.

Are the trustees able, from their funds, to assist all who make application?—They have hitherto found that the funds have enabled them to augment all for which applications have been made, and which are found entitled to Queen Anne's bounty; if there should be any occasion for it, I apprehend the trustees would have recourse to the money in the funds. There is a resolution of the trustees, that if the money is not claimed within three years after the order, it is not demandable without a fresh order.

Have they ever augmented the same living twice?—They have, frequently; and whenever a living is entitled to augmentation, under Queen Anne's Bounty, the trustees assist in such augmentation from this fund.

Do you pay yearly, 5*l.* to the rector of Poughill, on repairing and beautifying the chancel?—We do not pay that sum; but we pay all expense attending the repairs of the chancel; the annual average of the expense is not 5*l.*

In 1809, there is a charge of 52*l.* 10*s.* for a monument in the church of Poughill; why was that monument put up?—It was put up to record the charitable donations of Mrs. Pyncombe, which are shortly enumerated on it, as well as the trust property, and the several parishes in which it lies. The monument is in the chancel, and is an ornament to it.

WILLIAM CRUDGE, of Oakford.

WHAT quantity of land do you occupy under the trustees of Mrs. Pyncombe's charity, and Mr. Carew?—About 500 acres; it is very poor land.

What rent do you pay for this?—I pay 125*l.* a year. The rent was raised about six years ago; before that it was 95*l.* a year.

Was any survey made of it before the last letting?—It has been surveyed and measured several times, once just before I took it.

What is the proportion of the arable land?—There are about 80 acres of arable land; the poors rates are very high, not less than 40*l.* a year.

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(A)—RENTAL, SEPTEMBER, 1819.

Note.—The charity has two-thirds of the property, unless where the contrary is specified.

TENANTS.	ESTATES.	ACRES.	TERM.	Proportion of RENT belonging to the Charity.	Proportion of Disbursements charged to the Charity.	Proportion of CLEAR RENTS belonging to the Charity.
PARISH OF POUGHILL :		A. R. P.		£. s. d.	£. s. d.	£. s. d.
John Froode ..	Wells bear Barton ..	177 0 23	10 years from	93 6 8	31 9 2½	61 17 5½
	Waterhouse	26 0 16	Lady day 1818.			
Widow Serles ..	Colly land	89 0 4	from year to	53 6 8	1 0 0	52 6 8
	Venlakes	33 0 11	year.			
Geo. Shorland ..	Balls	42 1 23	On a verbal agreement for 7 or 14 years from Lady-day 1818, at the option of either party, on 1 year's notice.	44 0 0	5 18 4	38 1 8
	Shorts	46 0 17				
	Piles als Pitts	24 3 14				
William Froode..	The Moors	68 3 12	the same	30 0 0	0 8 0	29 12 0
MANOR OF BROADRIDGE.						
FREE TENANTS who pay chief-rents, viz.						
Rd. Mogridge ..	Pinhay	.. ..	.. ..	0 14 0		
Edw. Mogridge ..	Broadridge	.. ..	.. ..	0 2 0		
John Bradford ..	Yedbury	.. ..	.. ..	0 2 2¾		
Phillips ..	Newland	.. ..	.. ..	0 2 2¾		
John Martin ..	Ringledown	.. ..	.. ..	0 2 2¾		
John Melhuish ..	Tymgaware at Creedy Mill	.. ..	.. ..	0 0 4		
Leaseholds for 99 years, determinable on lives, viz.					.. ..	4 12 9½
John Clapp ..	Great Partridge Hall ..	26 1 24	3 lives ..	0 15 1¼		
Thomas Serles ..	Part of little Partridge Hall	2 3 9	3 lives ..	0 3 4		
Richd. Thomas..	Chilcott's & Smith's cottages	0 1 4	3 lives ..	0 2 8		
Ditto ..	Marshall's cases & Sander's do	0 3 3	3 lives ..	0 2 0		
William Pleas ..	Part of Moors	10 2 1	3 lives ..	2 6 8		

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(A.)—Rental, September 1819—*continued.*

TENANTS.	ESTATES.	ACRES. A	R.	P.	TERM.	Proportion of RENT belonging to the Charity. £.	s.	d.	Proportion of Disbursements charged to the Charity. £.	s.	d.	Proportion of Clear Rents belonging to the Charity. £.	s.	d.
PARISH OF ILFRACOMBE:														
Henry Watts ..	West Haggington Barton	252	0	0	7 or 14 years from Lady-day, 1810.	166	13	4	10	15	4	155	18	0
John Chugg ..	Key Pitt	120	9	0	from year to year.	30	0	0	0	0	0	30	0	0
Leaseholds for 99 years, determinable on lives.														
John Chugg ..	Higher & South Little Town	24	0	0	3 lives ..	0	15	6½	0	0	0	1	19	2½
Tristram Watts..	Late Hills and Mill ..	6	0	0	3 lives ..	1	3	8						
PARISH OF HIGHBICKINGTON:														
Richd. Slee ..	Harris's	41	0	13	On lease for 7 or 14 years from Lady-day, 1813.	50	0	0	2	10	10	47	9	2
	Lydd's	35	3	15										
	Giles's	62	3	34										
	Long Parks	4	1	28										
	Rads or Stubbings.. ..	9	2	38										
	Sages and Newhouse ..	13	0	18										
	Warren's Marsh	14	3	18										
Wm. Turner ..	Edworthy	61	1	10	7 or 14 years from Lady-1806.	26	13	4	1	16	9	24	16	7
George Alford	Waterhill	75	3	30	7, 14, or 21 yrs. from Lady-day, 1804.	21	0	0	2	11	7½	18	8	4½
	Lower Moor	62	1	24										
George Alford ..	Gratton's	66	2	16	7 or 14 years from Lady-day, 1818.	33	6	8	2	6	3	31	0	5
	Lower Seckington.. ..	17	1	22										
Samuel Squire ..	Witherhill	46	2	22	the same	24	13	4	9	3	5	15	9	11
Robt. Woollacott	Giles's	72	0	39	the same	16	0	0	3	7	0	12	13	0
Thomas Gooding	Leigh	56	3	21	from year to year.	20	0	0	2	5	11	17	14	1

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Thomas King ..	High Down	13	0	36	the same	13	6	8	0	10	7	12	16	1
	Stone Parks	5	0	27										
	Michell Close	2	3	9										
John Richards ..	Libertons	60	3	8	the same	16	16	0	0	15	4	16	0	8
	Widebridge Moors ..	19	0	19										
Thos. Richards..	Northwood	70	1	28	the same	24	0	0	0	0	0	24	0	0
Thomas King ..	Quicks	23	0	19	7 years from 25 Mar. 1813	12	0	0	0	10	0	11	10	0
John Wilcocks ..	A garden	0	0	0	.. ..	0	1	0	..	..		0	1	0
Thomas King ..	A Cottage (late Bond's) ..	0	0	20	.. ..	0	1	4	..	..		0	1	4
Chief Tenants, viz.														
John Richards ..	Goodman's	..		..	.. ..	0	1	4	..	..		0	1	4
Ann Webber ..	Lee Barton	..		..	.. ..	0	8	2½	..	..		0	8	2½
Chas. Chichester, esq.	Chichester Park & Houndell's	..		..	.. ..	0	5	4½	..	..		0	5	4½
Mrs. Short ..	Seckington	..		..	.. ..	0	5	4	..	..		0	5	4
Heirs of Beckfords	High Down..	..		..	.. ..	0	2	0	..	..		0	2	0
Heirs of Tossell	Catland Meadow	..		..	.. ..	0	0	8	..	..		0	0	8
George Cook ..	Langley	..		..	.. ..	0	0	8	..	..		0	0	8
Wm. Rendell ..	Manor of Stoford	..		..	.. ..	0	18	3	..	..		0	18	3
Leaseholds on Lives, for 99 Years, viz.														
James Colly ..	Homewell	6	2	30	1 life ..	0	6	0	..	..		0	6	0
The same ..	Widebridge	4	1	16	1 life ..	0	4	5¼	..	..		0	4	5¼
The same ..	Great Yelland	103	0	4	3 lives ..	0	6	8	..	..		0	6	8
	Cockrams	61	2	9										
George Gould ..	Cruwys Meadow	11	3	11	3 lives ..	0	9	0	..	..		0	9	0
Michael Down ..	Paws	21	0	26	3 lives ..	0	12	0	..	..		0	12	0
Do.	Matthew's Cottage, or Wollacott's	0	1	6	2 lives ..	0	2	4	..	..		0	2	4
John Wollacott ..	Madam's Hill	2	2	36	3 lives ..	0	3	10¾	..	..		0	3	10¾
Leonard Gooding	Fewins's	5	3	15	2 lives ..	0	2	0	..	..		0	2	0
Do.	Little Barton	2	1	36	2 lives ..	0	3	4	..	..		0	3	4
Thomas King ..	East Highdown	25	0	39	1 life ..	1	8	4	..	..		1	8	4
John Cowman ..	Lower Seckington ..	76	1	16	2 lives ..	0	10	8	..	..		0	10	8
Henry Cowman ..	Bragg's	30	2	17	2 lives ..	1	16	8	..	..		1	16	8
Do.	Milton's	13	2	9	2 lives ..	0	6	8	..	..		0	6	8

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TENANTS.	ESTATES.	ACRES. A.	R.	P.	TERMS.	Proportion of RENT belonging to the Charity. £.	s.	d.	Proportion of Disbursements charged to the Charity. £.	s.	d.	Proportion of Clear Rents belonging to the Charity. £.	s.	d.
Henry Cowman ..	Gribble's	15	0	33	2 lives ..	0	6	8	..	..		0	6	8
Do.	Lake's	0	1	23	3 lives ..	0	2	0	..	..		0	2	0
	Bragbarn	0	0	3										
William Sage ..	Merrypits	12	2	25	3 lives ..	0	3	7	..	..		0	3	7
Do.	Ridgway Close	1	3	35	2 lives ..	0	0	8	..	..		0	0	8
George Hunt ..	Loxford Close	3	0	13	2 lives ..	0	0	8	..	..		0	0	8
Do.	Ringston & Ridgway Meadow	21	0	1	3 lives ..	0	5	0	..	..		0	5	0
Richard Darch ..	Seckington Mill	19	0	19	2 lives ..	1	2	2¾	0	1	9	1	0	5¾
James Davey ..	A cottage adjoining the Pound	0	0	14	2 lives ..	0	0	4	..	..		0	0	4
Richard Moore ..	Part of Highdown ..	6	2	1	3 lives ..	0	4	5½	..	..		0	4	5½
PARISH OF ATHERINGTON:														
William Rendell	Wexland, 5/6	109	3	11	5 lives ..	41	13	4	1	8	4	40	5	0
Leasehold for 99 Years.														
Lewis Britton ..	Kirsdown	39	0	32	1 life ..	2	13	4	..	..		2	13	4
PARISH OF IDDESLEY:														
Grace Prewitt ..	¼ Middlewick	9	2	36	Fell into hand since the last Court and not let; and value not known.	—			—			—		
PARISH OF KINGSNYMPTON:														
John Heywood ..	Oakwell	62	2	7	from year to year.	14	0	0	..	..		14	0	0
PARISH OF CHULMLEIGH:														
Leaseholds for 99 Years on Lives.														
John Josling ..	Turner's by the Church ..	0	0	3	3 lives ..	0	1	8	..	..		0	1	8
Thomas Cott ..	Tytherleigh	0	0	17	3 lives ..	0	1	8	..	..		0	1	8
S. Wilkin's ..	Part of Simon's and Pope's, burnt down some years ago, and no rent paid since.	—			—	—			—			—		

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Robert Bryant ..	Rules	2	3	21	3 lives ..	2	6	0	..	..	2	6	0
Ricd. Davey ..	Greenslades	7	3	15	2 lives ..	1	2	2¾	..	..	1	2	2¾
PARISH OF DUNSTER:													
John Leigh ..	George Inn	0	0	36	3 lives ..	0	13	4	..	..	0	13	4
J. F. Luttrell, esq.	¾ of Green Close, &c.	3	2	20	2 lives ..	0	13	4	..	..	0	13	4
John Williams ..	Devonshire's	1	1	38	3 lives ..	0	13	4	..	..	0	13	4
PARISH OF BURRINGTON:													
Sarah Davey ..	Bowport	65	0	0	3 lives ..	0	11	4	..	..	0	11	4
Rev. Mr. Johnson	Newhouse and Capon ..	26	0	0	3 lives ..	0	13	8	..	..	0	13	8
John Dilling ..	House, Garden and Orchard	1	2	0	1 life ..	0	1	8	..	..	0	1	8
Hugh Ford ..	Cottage and two Gardens	0	1	0	2 lives ..	0	2	0	..	..	0	2	0
Rev. Mr. Johnson	Birch-ham	50	0	0	3 lives ..	0	10	0	..	..	0	10	0
CRUWYS MORCHARD:													
Chief Rent.													
Trigg's Heirs ..	Stickeridge	..		..	.. ..	0	2	10¾	..	..	0	2	10¾
Leaseholds.													
Wm. Thorne ..	Yedbury Mill (⅔ of a moiety of)	50	3	7	3 lives ..	0	4	0	..	..	0	4	0
	Tything Close (Do.) ..	5	0	8									
Do.	⅔ of a moiety of Lower Yedbury	147	0	1	3 lives ..	0	7	2	..	..	0	7	2
William Davey ..	⅔ of a moiety of Higher Yedbury and Rodds ..	74	2	5	3 lives ..	0	3	11½	..	..	0	3	11½
CADLEIGH:													
Leaseholds for 99 Years on Lives.													
John Squire ..	Deep Ash	27	0	38	3 lives ..	0	8	8	..	..	0	8	8
Chief Rent.													
Late J. Partridge	Wilton's Heir	..		..	.. ..	0	0	6	..	..	0	0	6
CHAWLEIGH:													
Richard Stone ..	East Duckham	73	3	22	from year to year.	23	6	8	0	4 11	23	1	9
Do.	Edworthy (entirety of) ..	90	0	0	Do.	35	0	0	..	..	35	0	0
OAKFORD:													
John Crudge ..	Bickham's	147	1	30	7 or 14 years from Lady-day, 1813.	83	6	8	9	19 8	73	7	0
	Earlsdon's	74	2	36									
	Hill Farm	106	0	31									
	The Moors	178	3	32									

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(A.)—Rental, September 1819—*continued.*

TENANTS.	ESTATES.	ACRES. A. R. P.	TERMS.	Proportion of RENT belonging to the Charity. £. s. d.	Proportion of Disbursements charged to the Charity. £. s. d.	Proportion of CLEAR RENTS belonging to the Charity. £. s. d.
BISHOPS MORCHARD: Leasehold for 99 Years.						
Roger Wieford ..	Coat Tenement	27 3 20	3 lives ..	0 5 4	.. ..	0 5 4
BROADWOODKELLY: Leaseholds for 99 Years.						
William Tickell..	Indlay and Capon's ..	45 3 10	3 lives ..	0 9 0	.. ..	0 9 0
Christopher Drake	Wayland	35 2 16	2 lives ..	0 13 4	.. ..	0 13 4
WITHYPOOL:						
Elizabeth Davey	Garlescombe and Mill ..	19 1 25	1 life ..	0 4 4	.. ..	0 4 4
	Allotment on Exmoor, called Coal Pits	31 1 33				
RIDDLECOMBE MOOR, in the Parish of Ashreigney:						
Robt. Harris ..	Pitford	59 2 30	7, 14, or 21 yrs. from Lady-day, 1807.	24 13 4	.. ..	24 13 4
Chas. Chichester, esq.	Coles's	.. ..	.. ..	0 1 0	.. ..	0 1 0
Chas. Shears ..	Beater's Down & Knaplock	.. ..	.. ..	0 5 0	.. ..	0 5 0
Heirs of Laxton..	Lower Narracott	.. ..	.. ..	0 1 3½	.. ..	0 1 3½
Thos. Carter ..	Burdon's Collydown ..	.. ..	.. ..	0 3 4	.. ..	0 3 4
S. Shears ..	East Westacott	.. ..	.. ..	0 10 0	.. ..	0 10 0
Rev. F. Furze ..	Higher Narracott	.. ..	.. ..	0 1 0	.. ..	0 1 0
—— Shute ..	Spears	.. ..	.. ..	0 1 0	.. ..	0 1 0
C. Shears ..	West Westacott	.. ..	.. ..	0 2 4	.. ..	0 2 4
Rev. Mr. Johnson	Hayes	.. ..	.. ..	0 0 8	.. ..	0 0 8
Danl. Ware ..	Spratt's Down	.. ..	.. ..	0 0 4	.. ..	0 0 4
John Rattenbury	Coleharbour or Batterdown	.. ..	.. ..	0 2 8	.. ..	0 2 8
John Cole ..	West Yard	.. ..	.. ..	0 0 8	.. ..	0 0 8
C. Shears ..	Part of Spratt's Down ..	.. ..	.. ..	0 0 4	.. ..	0 0 4

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Leaseholds for 99 Years :														
Rev. J. T. Johnson	Furze Barton	286	1	34	3 lives	..	5	8	0	..	..	5	8	0
Do.	Hole Tenement, deducting the Woods	73	0	15	3 lives	..	0	16	0	..	..	0	16	0
Widow Sanders ..	Furze Mill	8	0	5	1 life	..	0	6	8			0	6	8
William Cole ..	Shellys	60	0	5	1 life	..	0	10	0	..	..	0	10	0
John Carter ..	Boults	12	1	9	2 lives	..	0	5	2½	..	..	0	5	2½
John Cruwys ..	Allacotts	0	0	20	3 lives	..	0	1	9½	..	..	0	1	9½
Do.	For an Encroachment ..	0	0	0	..	..	0	0	4	..	..	0	0	4
Anne Webber ..	Dobbs	25	2	31	2 lives	..	0	6	8	..	..	0	6	8
Do.	St. Todley's	5	3	28	3 lives	..	0	4	5½	..	..	0	4	5½
Thos. Harris ..	Hole Park	5	1	8	3 lives	..	0	3	4	..	..	0	3	4
Abraham Cole ..	New Cottage near Hole Wood	0	0	0	3 lives	..	0	3	4	..	..	0	3	4
ASHREIGNEY MANOR :														
Chief Rents, of which the Charity has ⅔ of a moiety :														
Thomas Lane ..	House and Plot	..		..	..	..	0	6	8	..	..	0	6	8
Do.	Cottage	..		..	..	..	0	10	0	..	..	0	10	0
Rev. J. T. Johnson	Garden plot, late Sanders's cottage	..		..	..	..	0	1	0	..	..	0	1	0
Chief Rents :														
R. Rolle, esq. ..	West Austin	..		..	..	..	0	2	0	..	..	0	2	0
Rev. J. T. Johnson	Edgerton	..		..	..	..	0	5	0	..	..	0	5	0
Do.	Densham Shute	..		..	..	..	0	2	4	..	..	0	2	4
Heirs of Emory..	Furze	..		..	..	..	0	0	1¾	..	..	0	0	1¾
Hon. N. Fellowes	West Yard.. .. .	..		..	..	..	0	4	8½	..	..	0	4	8½
D. Rolle, esq. ..	Crab Caton	..		..	..	..	0	1	0	..	..	0	1	0
J. Molland ..	Boults alias East Austin ..	..		..	..	..	0	0	6¾	..	..	0	0	6¾
Heirs of Mallett..	Higher and Lower Gribbles	..		..	..	..	0	1	4	..	..	0	1	4
Heirs of Furze ..	Bishops Horridge	..		..	..	..	0	0	1½	..	..	0	0	1½
William Corney ..	Renish Park	..		..	..	..	0	0	0¾	..	..	0	0	0¾
J. Ford	Encroachment	..		..	..	..	0	0	2	..	..	0	0	2
Sir S. Northcote..	Winscott Barton	..		..	..	..	0	0	3¼	..	..	0	0	3¼
Rev. J. T. Johnson	Woodridges	31	1	35	3 lives	..	0	4	5½	..	..	0	4	5½

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(A)—RENTAL, SEPTEMBER, 1819—*continued.*

TENANTS.	ESTATES.	ACRES.	TERMS.	Proportion of RENT belonging to the Charity.	Proportion of Disbursements charged to the Charity.	Proportion of CLEAR RENTS. belonging to the Charity.
ASHREIGNY	MANOR—*continued.*	A. R. P.		£. s. d.	£. s. d.	£. s. d.
Rev. J. T. Johnson	Netherhays and Bensons ..	60 3 5	3 lives ..	0 5 0	.. ..	0 5 0
Do.	Ham & Capon Farm ..	53 0 37	2 lives ..	0 4 2	.. ..	0 4 2
Do.	Titwater deducting Ashwood	25 3 36	3 lives ..	0 2 0	.. ..	0 2 0
Do.	Birds	17 1 25	3 lives ..	0 2 5	.. ..	0 2 5
Do.	Cottage and Plot	0 0 20	3 lives ..	0 0 8	.. ..	0 0 8
Do.	Shapaton & Morland Gate	21 2 12	3 lives ..	0 2 8	.. ..	0 2 8
Do.	Richards's Cottage ..	0 0 15	2 lives ..	0 0 6	.. ..	0 0 6
Do.	Poor House	0 0 3	3 lives ..	0 1 0	.. ..	0 1 0
Do.	Ashplan's Cottage	0 0 34	2 lives ..	0 1 2	.. ..	0 1 2
Do.	Ash Mill	12 3 3	2 lives ..	0 4 9	.. ..	0 4 9
Do.	Gay's, or Royal Oak ..	22 2 36	2 lives ..	0 1 8	.. ..	0 1 8
Saml. Boundy ..	Dillon's Cottage	0 0 3	1 life ..	0 0 8	.. ..	0 0 8
J. Harris ..	Cottage and Plot	0 0 2	1 life ..	0 4 0	.. ..	0 4 0
Wm. Gay ..	A cottage and 2 gardens ..	0 0 32	.. ..	0 1 0	.. ..	0 1 0
John Gidley ..	A cottage; the Half Moon	0 0 26	2 lives ..	0 1 0	.. ..	0 1 0
Henry Cudmore	Late Blackmore's	1 1 38	2 lives ..	0 1 8	.. ..	0 1 8
N. B.—Of the two following, the Charity has two-third parts of the entirety :						
Rev. J. T. Johnson	Norris's	15 0 0	3 lives ..	0 6 6	.. ..	0 6 6
Do.	West Aller	10 3 30	3 lives ..	0 3 4	.. ..	0 3 4
		4,555 0 39		941 18 6¼	87 3 3	854 15 4 ¼

In hand, not let in the Parish of Ashreigney :—

	A.	R.	P.
Holowood, two-thirds of which are the Charity's	62	3	38
Ashwood, two-thirds of a moiety of which are do.	71	2	9
Rev. Mr. Johnson has the other moiety.			

Thos. M. Charter.

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LANDS.	TENANTS.	TERM.	RENT.			Estimated yearly Value.			OBSERVATIONS.
			£.	s.	d.	£.	s.	d.	
1. House and garden	Thomas Darch, late John Darch	.. ..	0	10	8	4	0	0	Just fallen into hand.
2. Cottage used as a poor house ..	Overseers of the poor ..	Yearly tenant ..	1	10	0	1	10	0	
3. Cottage and garden	Mary Jarman	Yearly tenant ..	3	0	0	3	0	0	
4. Cottage and land, contianing 1½ acre, customary measure	John Knight and others as under tenant to William Talley, esq. the lessee	Lease for 99 years determinable on lives, one life living	0	16	0	5	0	0	Life. Sarah Jennings.
5. House	William Hellyer	Ditto, two lives	0	15	0	4	0	0	Lives. Lessee and his wife, and it has been agreed on a surrender of the present lease, to grant another lease to be determinable on the deaths of William, John, and George, his sons, for 2*l.* 2*s*, fine. This head rent was increased to 15*s*. being but 8*s*. before.
6. Cottage ..	William Hellyer	Ditto, one life ..	0	8	0	1	0	0	Life. William Darch.
7. Cottage ..	Martha Woodbury ..	Yearly tenant ..	1	6	0	1	6	0	
8. Cottage ..	John Sharland	Yearly tenant ..	2	5	0	2	5	0	
9. Pullin's poor lands, house, and about 2½ customary acres of land	James Farr	Yearly tenant ..	7	10	0	7	10	0	The feoffees discharge all outgoings, and repair on an average of 5 years, amounting to 3*l*. 8*s*. 9*d*. per annum.

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HUNDRED OF HALBERTON.—SAMPFORD PEVERELL—*continued.*

LANDS.	TENANTS.	TERMS.	RENT. £.	s.	d.	Estimated Yearly Value. £.	s.	d.	OBSERVATIONS.
10. House, late Hugh Isaac's	William Hellyer	Building lease for 99 years, determinable on lives, three lives subsisting	0	6	8	3	10	0	Lives. Sarah, Mary, and Jane, daughters of lessee. This house is newly built, a fine of 4*l.* is to be paid on the execution of the lease.
11. Cottage ..	Mary King	99 years, determinable on lives, three lives ..	0	11	6	1	0	0	Three lives. Lessee one, and two of her own nomination to be added on the execution of the lease, on payment of a fine of 2*l.* 2*s.* Head rent increased from 6*s.* 8*d.* to 11*s.* 6*d.*
12. Cottage ..	William Finnimore ..	99 years, determinable on lives, one life ..	0	3	0	1	10	0	Life. Rachel Finnimore, wife of lessee.
13. Annuity from a field called Hale Moor, in the parish of Uplowman	William Row . ..	.. ..	0	3	0	0	0	0	This rent is payable, for ever, out of a field of land in Uplowman, Devon, called Hell Moor.
14. Smoke-alley, a house and about ¾ of an acre of land	David Stevens	60 years from 25 December, 1793	2	0	0	5	0	0	The tenant repairs and pays all outgoings.
15. Towns End field, called Webber's, and about an acre of land	William Calbreath ..	Yearly tenant ..	3	0	0	3	0	0	The feoffees discharge all outgoings, about 16*s.* yearly. No repairs are wanted,
			24	4	10	43	11	0	

Note.—The agreements relating to granting the leases of No. 5, No. 10, and No. 11, though made 7 or 8 years ago have not been carried into effect, owing to neglect in preparing the leases.

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HUNDRED OF OTTERY ST. MARY.

OTTERY ST. MARY.

OTTERY TRUST.

27th *September*, 1819.

JOHN ELLIS LEE, of Ottery St. Mary, Esquire.

DO you know any thing of the charities of Ottery St. Mary?—I am one of the relators in a suit in Chancery, filed against the feoffees of some charity lands in Ottery and in Somersetshire.

What is the object of that suit?—The object of the suit is to correct many abuses which are supposed to exist in the administration of the two trusts, which are called the Ottery Trust and the Somersetshire Trust, and to have certain improper leases set aside by the court, and to bring the feoffees to a proper account of all the charitable funds in their hands. The suit was commenced, I think, in 1817, and the trustees and other defendants put in their answer in July, 1818; and in consequence of the feoffees having appointed new feoffees since the commencement of the suit, as appears by the answer, a supplemental bill has been filed, and I believe the original bill has been also amended.

Have you ever seen any original documents by which those charities were founded?—I have no knowledge of any such documents; several of the gentlemen of the town of Ottery and the neighbourhood, were determined to bring the feoffees to account, and to put the charity funds upon a proper footing; but finding it impracticable in an amicable way, the suit was instituted as the only means of doing it.

Do you wish to draw our attention to any other facts, besides those which appear in the answer of the defendants in Chancery?—I do not know that there is any particular circumstance to which your inquiry may be directed, besides those mentioned in the bill and answer.

It appears by the proceedings, that the complaints as to the letting and management of the lands are confined to the Devonshire property alone; do you know whether there are any grounds for such complaints as to the Somersetshire trust?—The Somersetshire lands have been managed by Mr. Thomas Glanvill and Mr. Roger Salter, principally. I cannot speak to any facts connected with these estates, but must refer to the trustees themselves for their management of them.

Can you state who are the present feoffees of those lands?—The only surviving old feoffees, are Mr. John Wreford, and Mr. Roger Salter, and Mr. George Salter; the latter left the parish many years ago, and has lived in Somersetshire, and has had but little to do with the trusts of late years. Thomas Gibbins and John Kestel, two other of the old feoffees when the bill was filed, have died since.

What part has Mr. Glanvill taken in the management of these trusts?—He has been for many years the legal adviser and agent of the feoffees; and I have heard, that his father held the same situation before him for a great many years back.

MR. ROGER SALTER, of Ottery St. Mary.

ARE you one of the surviving trustees of the charity lands of Ottery, comprised under the term of the Ottery Trust?—I am; I was appointed in 1784, trustee of the Ottery trust, and was appointed receiver of both that trust and the Somersetshire trust in 1804. I am not a trustee of the Somersetshire trust. I continued receiver until the year 1817.

Who was receiver before you?—Francis Halse, deceased, both of the Ottery and the Somersetshire trust; he was appointed trustee the same time with myself.

Who was appointed receiver in your room?—Mr. Thomas Gibbins was appointed receiver of both trusts in my stead. My accounts end at Michaelmas, 1817, and I think he succeeded me in the spring following.

What deeds or documents have you relating to the original foundation of these charities?—Mr. Thomas Glanvill is our solicitor, and has acted for us many years; he is in possession of whatever documents there are.

At what time were your rents considerably increased?—They were raised at different times as the leases expired, and as new lettings were made.

At what time was there a general reduction of your rents?—From Lady-day, 1815.

[*Note.*—The rents as reserved and as reduced, are shewn in the rental inserted after the evidence.]

In the accounts of 1815, Mr. Gould appears as tenant, paying £27. a year; who has now the land which he rented?—Mr. Gould had a term which has since expired, and the land was then let to George Sherland, by tender, at £16. a-year.

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Benjamin Leat also appears to have been a tenant at £18. a-year; who has that land now?—His term also has since expired; upon which the land was let to John Williams, by tender, at £16. a-year.

John Priddice appears as renting lands at £20. in the old rental; what is become of that land?—Priddice's term expired, and the land was added, rent free, to that which Tucker held, instead of reducing his rent.

The Rev. Mr. Coleridge, appears to have rented land at £1. a-year, how was that reduced to 15s.?—This £1. was never paid, but it was entered in my account; whereas only 15s. a-year were paid, and I debited the account with 2s. 6d. being the difference on half a-year's rent.

Henry Hales's rent does not appear in the rental of Lady-day 1815; what is the reason of that?—The house which he rents had been out of repair, and had been for some years vacant; he took it after it was put in repair at 7*l.* rent.

What is your opinion as to the present rents of these estates, are they the fair value of the land?—I think, generally speaking, the lands are fairly let. I am doubtful as to Henry Ware's ground, and as to Thos. Channon's house. As to Mrs. Ripp's, I think her land worth more; and the lands also let to Richard Coles and Robert Dace, are worth more, and are underlet by them for more than the rents; the rest are fair rents.

In what manner has the trust property been let since you have been trustee?—Before I was appointed receiver, I did not much attend to the business, but since that time the lettings have been by auction or by tender.

Have any leases for a long term of years been renewed since you were appointed receiver?—The only lease which has been granted on the surrender of a former lease, is Martha Ripp's.

Who took the management of the trust property previous to 1804?—Mr. Halse, the former treasurer, took the principal management. He is dead. Mr. Wreford was receiver before Mr. Halse.

When you have let estates by tender, did the trustees meet to consider of the tenders made?—They did.

In what way was notice given of those lettings by tender?—By hand-bills printed and published, and sometimes by advertisement in the newspapers.

What were usually your conditions of letting; did you require any security for the rent?—No security has been taken from any of the tenants for their rent that I know of, and I do not recollect that any has been demanded.

Where did Mr. Thomas Gibbins, the present receiver, live before his father's death?—He lived with his father.

Had he any farming stock during his father's lifetime?—I do not know; but his father told me that he had given up the whole of his business to his son.

How long before his death?—I cannot state.

Had his father any other children?—Yes; he had two other sons and two daughters; but Thomas Gibbins, jun. was the eldest son.

Did the father occupy lands of his own?—I believe the lands he occupied were his own. I do not know that he rented any. It was after the lands belonging to the charity had been taken by Young Gibbins, that the father told me he had given up all the business to his son. The son took these lands from Lady-day 1813. Old Mr. Gibbins died in the present year.

Who held the land which Gibbins, jun. now holds before he had it?—His father held it for a long term of (I think) 40 years, granted before he became trustee.

What was the rent which the father paid?—16*l.* a year.

On the expiration of his lease, was public notice given of letting this land?—Notice was given that it was to be let by tender.

Were you present when the tenders were examined?—I was.

Do you recollect how many tenders were made for it?—I do not.

Did one Hatswell make a tender?—A person of that name did, I think, make a tender, but I did not know the person.

Did David Rutter make a tender?—I do not recollect; I think he did; I could state by reference to the papers.

Do you know whether Gibbins made the highest tender?—I do not think his was the highest tender.

Was Rutter's a higher tender?—I cannot recollect.

Did either of those who made tenders offer to pay any rent in advance?—I think Rutter offered to pay money in advance, but I do not recollect how much.

What was the objection to Rutter as a tenant?—We did not think he was a substantial man and capable of paying the rent he offered for this land.

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Was old Mr. Gibbins present at the time the tenders were considered?—He was.

Do you know what rent Hatswell offered?—I do not.

Do you make any enquiry into Hatswell's responsibility?—I did not; I believe Mr. Gibbins, sen. Mr. Wreford and Mr. Glanvill, who were the only other persons present, had made enquiries, and they said he was a labouring man, and not a fit tenant.

For what term was this land let to Mr. Gibbins, jun.?—I do not recollect, nor do I know whether any lease has been granted; I believe not.

Were the persons present who made the tenders?—They were not. The tenders were delivered to Mr. Glanville, and produced to us. We had no personal communication with those who made the tenders.

Do you think 40*l.* a year a fair rent of that land at the time it was agreed to be let to Gibbins, jun.?—I do think it was as much or rather more than it was worth.

Do you think that land in Ottery has fallen in value in the proportion of one-third since the year 1813?—I do.

Do you know the particulars of this land let to Gibbins, jun.?—There are about 16 acres of land, chiefly arable, and a cottage for a labourer on it

Was the rent a clear rent?—No; I understand that the trustees were to do the repairs, and pay land-tax church and poor rates.

Have you seen this ground lately?—It lies near my own; it is very thin poor land.

Do you live on your own farm?—I rent the farm which I live on, and farm my own estate besides.

Do you know whether any hedges have been thrown down on this charity land?—I have heard that there have been some hedges thrown down, but I do not know the particulars.

Has Gibbins any land of his own which adjoins the charity land?—It lies principally adjoining to his own land.

How came you to lower Gibbins's rent?—The tenants applied for it, and he among the rest; and the trustees held a meeting to consider of it. All the then trustees, except Mr. Kestell and George Salter, were present when the reduction was agreed to.

Was the reduction intended to be permanent or temporary only?—I believe no time was mentioned. I am not aware that the trustees had it in contemplation to raise the rents again. All the tenants whose rents have been lowered, and also Henry Tucker, have agreed to quit the lands they rent. We had a meeting of the trustees since the appointment of new trustees and of the tenants, some months ago; at which all these tenants agreed to give up the lands at Lady-day, 1821, in order that they may be re-let.

Was that proposed by the trustees?—Yes; it was a proposal made by all the trustees old and new, to these tenants, to which they agreed.

What was the reason of this proposal?—I do not know why it was proposed, nor who proposed calling the meeting.

Was it not the opinion of the new trustees that the rents were too low?—I never heard them express such an opinion.

Do you consider the tenants whose rents have been lowered as responsible tenants?—Yes; they pay their rents regularly.

Why was the land which Priddice had held at 20*l* a year, added without any additional rent to that which Tucker rented?—It was added to Tucker's ground, instead of reducing his rent. The lands adjoined.

How long had Priddice held that land?—It appears by the account, that he had been in possession at the same rent from Lady-day, 1801, previous to which it had been let to Martha Davis, at 10*l.* 10*s.* a year.

Must it not have been intended that this grant of land to Tucker should be permanent, or was it to be taken away from him again when the value of land should rise?—It was to be permanent; he was to hold it during the term for which he had the other estate.

What do the lands, late Priddice's, consist of?—I do not know the quantity.

Do you know what was the value of these lands in 1815?—I think Mr. Glanvill has an account of our opinion of its value at that time; but I do not recollect the valuation.

Was the land surveyed at the time?—It was not; except by some of the trustees who knew it.

Was Tucker any relation of either of the trustees, or connected with them in any way?—Not that I know of.

Who proposed that this land should be added, rent free, to what Tucker held before?—I do not know; the trustees agreed to it at their meeting, and I suppose he applied to some of them; but he made no such application to me.

Are you sure that Tucker is no relation of yourself, or of your wife?—Tucker is some relation of my wife; a second or third cousin I believe; but he is no relation to me. I was

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never much acquainted with him until he took this estate, nor had any conversation with him before about taking the estate.

Did Tucker take the land by tender which he held at 100*l.* a year.?—He did.

Did William Jones make any tender for it?—I believe he did.

Do you know what sum he tendered?—I do not.

Had you any conversation with Jones previous to the time of his making a tender?—I do not recollect any particular conversation.

Did you say any thing about his tender?—I told him not to take it too dear.

Did he tell you what he intended to tender?—He did not.

Did you tell him what you thought it was worth?—I did not.

If you had an estate of your own to let by tender, do you think you should tell a person who applied for it, not to take it too dear?—Yes; I should.

Was Tucker's the highest tender?—I cannot say. I believe another offered more if we would build a house.

Was Tucker's offer higher than Jones's?—Yes; it was.

Do you know what quantity of land Robert Dare rents?—I do not.

Upon what lease does he hold it?—I do not know. Mr. Glanvill has the lease. I think he holds for a term of 40 years.

Were you a party to the lease?—It appears that I was; but I do not recollect it.

Has Dare underlet this land?—He has.

What rent does he receive for it?—I cannot say.

Does Dare owe any arrear of rent to the trustees now?—At Michaelmas, 1814, there was an arrear of three years and a half rent due, being 77*l.* In 1815, four years and a half, 99*l.* were in arrear. In 1816, three years and a half, 77*l.*; but in 1817, there are no arrears returned.

Have you any doubt but the rent reserved of Dare is a low rent?—The rent is certainly low.

Why was a tenant whose rent was low allowed to be so many years in arrear?—Dare went to Wales, where he lived; and Mr. Glanvill applied frequently for the money before it could be recovered.

State what you know as to a lease granted to Mary Taylor, which now belongs to Martha Ripp?—I cannot state the particulars of that transaction. Mr. Glanvill can explain it. I know there was an altercation after it was granted, with Mr. Kestell, and he promised to give up the lease, but afterwards he refused to do it.

Are all the tenants allowed rates and taxes?—All the tenants are allowed rates and taxes. The trustees repair some of the premises, and the tenants repair others.

Is there any timber on this property?—There is not more than enough for repairs; hardly enough on some of the estates for repairs.

Have any trees been cut from this property since you have been trustee?—None that I have known of, except for repairs.

The account respecting the land, called Davey's Dole, appears to be kept in a distinct part of the book from the rest; has that always been the case?—Previous to 1810 this rent was not entered in the book at all. I first entered it. The rent of this land is applied in a different manner from the rest of the property.

When was the account of Davey's Dole from 1810 to 1817 entered?—I think it was all entered in the year 1817.

From what documents were these accounts taken?—From my own private books.

How was the rent of the land called Davey's Dole, distributed previous to 1810?—It used to be distributed then, as it is now, among the oldest labouring men in the parish.

Why is not this rent accounted for for the previous years?—I lost my book, and therefore could not enter the account of those years. I have the accounts for 1804, 1805, and 1806, which I will enter in the book.

Do you undertake to swear, that although these accounts for the years 1807, 1808, and 1809, are wanting, yet that the rents were applied by you during those years to the proper objects of the charity?—I am confident they were duly applied, but I cannot state the objects.

When did Bird become tenant of Davey's Dole?—I think he first took it during the three years, the accounts of which are missing.

Do you recollect who let it to him?—I believe it was let to him at a meeting of trustees.

Has Bird always paid the same rent for this land?—His rent has been always £12., subject to deductions for land tax, poor rates, and church rates; the land tax is £1. 8s. 1d., and the poor and church rates from £2. 6s. 6d. to £2. 18s. yearly.

After paying the rates and taxes, how have you distributed the remainder?—To the oldest

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labouring men in the parish, in sums not exceeding 20s. each; and if there was any dispute about who was entitled to receive it, I took the advice of the trustees. When once appointed, they have continued to receive this donation once a-year until their death, or until they have become chargeable to the parish.

At what time of the year was this usually distributed?—Generally between Michaelmas and Christmas, according as the rent was paid.

What is the charge of 3s. 4d. for receiving this rent and writing the account?—It has been always usual, as long as I have been treasurer, and before my time.

When were your accounts of this rent of Davey's Dole last examined?—This account has never been examined; it is only since Mr. Gibbins's treasurership that these accounts have been examined.

As to the general distribution of the rents of the charity estates since you have been treasurer, how have those rents been applied?—Except for the first year or two of my appointment as treasurer, the same have been distributed in sums of £2. and less, but never exceeding £2., unless ordered at a general meeting. I have been in the habit of paying notes, signed by a majority of the trustees, to such poor persons as brought the same to me; but at general meetings the trustees would sometimes order larger sums than £2. to be paid; I believe not exceeding £3.

Do none of the persons receiving this money receive also parochial relief?—Not that I know of; those who sign the notes for the money, enquire into that circumstance.

How often do the poor persons generally receive this donation?—Generally twice a-year; sometimes only once. I never paid it without such order, and the orders were my vouchers on settling my accounts.

Were these accounts regularly examined every year?—They were generally examined by the trustees every two years; sometimes a little longer, and once after three years. We give notice in the church when the accounts will be settled.

Do the trustees enquire of the parish officers, whether the poor persons are receiving parish relief?—In general the acting overseer writes the notes for the trustees to sign, and he takes care not to write any for persons who receive parish relief.

Who are the persons that examine the accounts?—The trustees and any parishioners who choose to attend, and those who are present sign the accounts.

Have the parishioners an opportunity of looking into the accounts of former years also?—If they are called for they are shewn; the books are open to every one when the accounts are settled.

How was this charity applied during the first years of your appointment?—In 1805, there was the sum of £80. paid to Mr. Seward, the overseer, for the use of the poor; the rest was applied in the same manner as the whole has been since that time.

Had it been usual to make payments of that kind previously?—Such payments had been usually made in aid of the poor rate.

When was that practice discontinued altogether?—We considered formerly that we were justified in making such an application of the money; but since 1805, I believe, no such payments have been made out of this charity.

What did you receive yearly for keeping the accounts?—I received 11s. for collecting the rents, and 11s. for writing the accounts, and 3s. 4d. for entering Raxhay's account, the same as my predecessors received; but since Mr. Gibbins has been appointed, this allowance has been advanced.

[*Note.* It appears by the old books, that the account of Raxhay's were formerly kept separate from the rest.]

What are the payments which appear in the books, as made to the governor of the workhouse?—There was a payment to John Sanders, as governor of the workhouse, of £15. 12s. a-year, which was continued to his death; since that, his widow has had an allowance continued to her until the present year, when I believe it has not been allowed; she is still living. They were both old people.

Have you recovered back the property tax paid in respect of these lands?—We have had some of it back, we were too late in our application to recover the whole.

Has it been customary for the receiver to swear to his accounts?—It has not, but I am very ready to do it.

Are the documents kept in a chest?—They are, and the three keys were usually kept by three of the trustees until the late renewal of the trust, and since that the vicar has had one of such keys.

Two leaves appear to have been torn out in the book; why were they torn out?—It was because the accounts entered in those leaves, for 1817 and 1818, were entered wrong. I have since entered those accounts correctly.

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Some years during the latter part of your treasurership, there appear to have been considerable arrears of rents; why were these arrears permitted?—It was because I could not get the money of the tenants.

There is a resolution in your book since the new trustees were appointed, that there should be a meeting of the trust on the Thursday after every quarter-day for the distribution of the rents, and that no money should be given in the interim but on particular emergencies, and the order signed by a majority of the trust; also that the treasurer should render an account of the application of his receipts before the feoffees within one month after Christmas; do you know whether that resolution has been since acted upon?—It has.

30th *September* 1819.

THOMAS GLANVILL, of Ottery St. Mary, Gentleman.

HAVE you, in your possession, the agreement made with Thomas Gibbins for the estate called Edmund's?—I have.

[Witness produced the agreement by which a cottage and garden, and seven closes of land, containing about 16 acres and half, were agreed to be let for £40. a-year, for 10 years, from Lady-day 1813.]

Was this agreement prepared with blanks for the rent and term, before the tenders were accepted, for the person who might become tenant?—It was.

What were the tenders made for this estate at that time?—John Mitchell offered £32.; Thomas Gibbins, junior, £40.; David Rutter, £46.; James Hatswell, £50.

Were you present at the meeting when these tenders were considered?—I was.

Did David Rutter make any offer to pay any rent in advance?—He offered, on his tender, to pay a year's rent in advance during the term.

Did you attend this meeting professionally?—I did.

Do you know why the tender either of Hatswell or Rutter was not accepted?—Hatswell was not considered a responsible man; his children had been recently bound out apprentice by the parish officers, as I heard, and I believe he was but little removed from a pauper himself.

Does Hatswell live in the parish of Ottery now?—He does not; I have heard he has since married a woman of some little property, a maid-servant of Sir John Kennaway's, and he has since rented a dairy at Sidbury; I do not know where he is now.

What was the objection to David Rutter?—He was not considered responsible; he had rented a few fields in the parish; he was well known to the trustees, but was not thought a proper tenant, and the trustees thought the rent he offered was more than the land was worth.

Who had held this land before?—Thomas Gibbins, the father, had held it for a term of (I believe) 40 years, determinable on lives; I cannot find either the lease or counterpart.

Was any proposal for security made to either Hatswell or Rutter?—No communication was had with either of them.

Can you speak to the present value of this land?—I have not sufficient knowledge of the land to speak to its value.

Do you rent some of the charity land yourself?—I do; it contains a quarter of an acre.

Is this described in the map of the lands of the charity, made in 1812?—It is not; I suppose the surveyor did not know what part of the field, into which this ground is thrown, belonged to the charity; it forms part of a field of about one acre and half, which I bought about six or seven years ago.

Is there any mark to show what part of this field is charity land?—There is not.

Is the other part of this field freehold?—It is; I bought it of Mrs. Sweet, widow of James Sweet, esq.

Mr. ROGER SALTER.

DO you know this land which Mr. Glanvill holds?—I know the field, but not that part of it which belongs to the charity; it has always been the same since I knew it; there is no appearance of any old hedge or other boundary through it.

Mr. THOMAS GLANVILL—*continued.*

WHAT makes you think this piece of land is only a quarter of an acre?—There appears to be a quarter of an acre in the court roll.

Did you purchase the fee of the other parts of this field?—When I bought the field, Mrs. Sweet told me it was subject to the payment of 20s. a-year. I bought this field with other lands, but I did not pay a price for this distinct from the rest.

Did Mrs. Sweet hand over any title deeds of the other parts of this field when you bought

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the land of her?—She did not; but I have an old deed, in which a field at Cookman's Hill is mentioned as granted to the family.

Do you choose to produce that deed?—I have but an imperfect recollection of the contents of that deed, and I am not prepared to say whether I shall produce it or not.

Is this piece of ground at Cookman's Hill?—It is.

Do you know the land which Mr. Marker rents?—I do not, nor do the other trustees know where it lies; the late Mr. Marker said it was part of a field near Gerwell-lane, and adjoining the land in the occupation of Mary Channon.

Has Mr. Marker land near Longthorne?—He has a field there of about an acre.

Is there any land now in possession of the charity at Longthorne?—There is none.

Is Mr. Marker's land noticed in the map?—It is not.

[*Note.* The Rev. George Smith afterwards informed the commissioners, by letter, that there is a field belonging to the charity in Longthorne-lane, rented by John Williams.]

Had Mr. Marker any land at Ridgway?—He had several fields there, some of which have been lately sold.

Is there any land of the charity at Ridgway?—There is part of an orchard at Ridgway, occupied by Richard Coles, and supposed to contain about three roods.

In what manner was the land which John Hake holds, let to him?—It was let by tender, for a term of eleven years, from Lady-day 1811.

Have you the tender made for Raxhay's, when it was let from Lady-day 1815?—

[Witness produced the tenders, by which it appears that

William Jones offered	..	£ 80.
William Scovern, the former tenant	..	82.
John Ware	..	90.
William Jeffery, if a house built by the trustees	..	90.
Henry Tucker	..	100.
Elias Carter	..	100.
William Warren	..	100.
James Skinner	..	110.]

Each of these tenders was on condition that a house should be built.

Did the trustees accept Henry Tucker's offer?—They did; on condition that his father become bound for the rent, and the father did sign the contract, but no lease has as yet been granted.

What do you recollect respecting the lease to Robert Dare?—I remember that in the year 1785, when the trust was filled up, the trustees, not having a counterpart of his lease which had been before granted and which the trustees thought an improper lease, had a dispute with Dare, the owner of the lease, about it; and the matter was compromised by his surrendering the former lease, and taking a new one from Lady-day 1785, at an increased rent.

Can you form an opinion of the present value of the land held by Dare?—I cannot speak to the value, but Dare has underlet the estate to William Leat, at the rent of £50.

How do you account for the great decrease of rent of the land which Mr. Gould rented at £27. and which is now let to George Sherland at £16.?—Mr. Gould rented it very dear, and must have lost money by it; the letting was by tender to Sherland, and he made the highest offer for it.

How long has Richard Salter held the stable and gardens which he rents?—It appears that he has held it since 1801, at the same rent; the plot before that belonged to the workhouse, and there was a linhay at the time which has been since converted to a stable. When the workhouse ceased to be used as a manufactory, this linhay and plot became useless to it.

Does the workhouse stand upon land belonging to this charity?—It does; as I understand.

Is this stable, with the garden plot, worth more than the present rent?—I do not think it is.

What is the value of the close let to John Salter, now held by Henry Ware?—I think it worth about 50s. a-year, in its present state; the tenant has improved it, by planting an orchard on it.

Can you speak to the value of the field at Gerwell, let to Mary Channon?—If the field were now to be let, it might fetch a little more than £3. but I do not think it worth more.

Do you know whether John Channon or John Land, who appear to have held this land some years back, at the same rent, had any other land of the charity included in the rent of £3.?—I believe neither of them had any other land; I am not aware that they had any.

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[*Note.* It appears from the books, that John Land paid the same rent of £3., from 1768 till 1771, when John Channon paid it to 1800, and then William Channon paid it till 1805, and Mary Channon has paid it from that time to the present.]

Was the land which Thomas Davy rents, let by tender?—It was; and I think the reduced rent of £14. the full value thereof.

How was the land which Mary Channon holds, called Teap's Mead let?—The letting was by tender, and the reduced rent of £19. is, I think, the full value of the land.

How was the land let which Richard Teed holds?—It was let by tender.

Is the reduced rent of £14. the present value of this land?—I think it is.

How was the land near the Shutes let to George Sherland?—It was let by tender; and I think that the reduced rent of £16. the full value of the premises.

Is the part of the orchard which Richard Coles rents of the charity separated from the other part of it?—There is no fence; it was a matter in dispute how far the charity land extended; this dispute has been now settled, and boundary stones are laid down, and Richard Coles, who is the owner of the other part of the orchard, has signed the agreement which recognizes that boundary; no lease is yet signed.

How was the land let which Richard Coles and William Tolman hold?—These lands were let by auction, about Christmas last.

How was the house, with the orchard and field, which John Williams holds, let?—These premises were let by tender; and the rent is the full value.

What do you conceive to be the present value of the houses let to Thomas Channon?—I suppose they are worth between £6. and £7. a-year.

What do you know concerning the granting of the lease to Mary Taylor, now belonging to Martha Ripp?—This lease was granted in 1794, in consideration of the surrender of a former lease, dated 23d August 1768, for forty years from the date, which was then determinable on the deaths of Robert Eveleigh and Mary Eveleigh, son and daughter of Robert Eveleigh, the original lessee, which former lease reserved the same rent as the new lease.

Did you prepare this new lease of 1794?—I did; Mr. Kestell, one of the trustees, gave me instructions for it; he stated to the trustees, that as the lease was intended for Miss Martha Ripp, it would be desirable for her to have her life on it, and the two lives of Mrs. Kestell and Martha Ripp were to be inserted in exchange for the former lives, Robert and Mary Eveleigh. At the time Mr. Kestell gave me instructions for it he brought me the old lease, and said I had only to make a copy of it, altering the date thereof and the names of the lives, which I did, and then got the new lease signed by the trustees, which I delivered to Mr. Kestell, who paid me for it.

When you got this lease signed, did you state to the trustees the extension of the term by making a grant of a term of 40 years from the date of the new lease instead of the old term of 40 years, which would have expired in 1808?—I did not.

Was any application made to Mr. Kestell by the other trustees on the subject of this new lease?—Some application was made to Mr. Kestell (as I understood) about the time that the former term would have expired, to give up the estate.

Mr. ROGER SALTER.

BY whom was any application made to Mr. Kestell to give up this lease?—I believe Mr. Gibbins made the application; I had no communication with Mr. Kestell on the subject, except that he told me, as I was riding through the street at Ottery, that he would give up the lease?—I do not remember when this happened.

Was there not some disagreement between you and the other trustees and Mr. Kestell about filling up the trust of this charity?—There was.

Did any thing pass between you and Mr. Kestell previous to that disagreement respecting his giving up this lease?—It was long before that that Mr. Kestell said he would give up the lease.

Mr. THOMAS GLANVILL.

DID Mr. Kestell state why he wished the name of his wife to be inserted in the new lease as well as Martha Ripp's?—He did not.

Who is now the occupier of this farm thus granted?—William Jones is the tenant, and I think he pays Martha Ripp £40. a-year.

Mr. ROGER SALTER.

DO you recollect when the lease was executed by you which extended the term and changed the lives in Martha Ripp's estate?—I recollect signing it.

Should you have signed it if you had known the effect of it was to grant a new term of 40 years at the old rent.—I should not.

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Mr. THOMAS GLANVILL.

WHEN you prepared this lease were you aware that a new term of 40 years was thereby granted at the old rent?—I was perfectly aware of it.

Was the rent of £13. 15s. a fair rent of this land when the lease of 1794 was granted?—Certainly not.

Then of course it was not a sufficient rent in the year 1808, when the old term would have expired?—Certainly not.

How does Martha Ripp now hold the lease?—I understand from her, that she is entitled to it under the will of her cousin, the late Mrs. Kestell, who had it from her mother, Mary Taylor. Martha Ripp lived with Mr. Kestell up to the time of his death.

Do you know in what way the cottage let to Charles Webb was let?—I do not; but since he took it he has improved it and built an oven, and has carried on the business of a baker there.

[*Note.* It appears to have been let at the rent of £3. from the year 1803.]

What are these premises worth now?—I think the premises worth now between £4. and £5. a-year.

How was the lease of the house occupied by Richard Littly granted?—The lease was granted to William Brooke in consideration of his building a house, which he did, and there is now a good house on the premises. I have understood the houses which stood there were formerly burnt.

[*Note.* It appears from the accounts that this land was occupied as a garden, many years before this lease was granted, and that the rent of 5s. was paid for it.]

What is the present value of this house and garden?—I think the present under-tenant pays £12. a-year for it, and I think it worth that rent.

How was the field called the Rag let, which the Rev. George Coleridge rents?—Mr. Coleridge has land which adjoins this close on two sides of it; the close was let to Mary Channon with her other land called Teape's Mead; but I have heard that Mr. Coleridge disputed the right of way to this close over his land, upon which she gave it up to him, and he has paid 15s. a-year rent.

Mr. ROGER SALTER.

HOW much was the close which Mary Channon gave up to Mr. Coleridge valued at in the whole rent which she agreed to give?—I think this plot was valued at 30s. a-year; I offered it to Mr. Coleridge for £1., but he would give only 15s.; I think it fairly worth £1.

What is the house worth which Henry Hake rents?—He has improved it since he took it, but I do not think the premises worth more than £7. his present rent.

Is the rent which William Bird pays for Davey's Dole a fair rent?—It is a fair rent.

[*Note.* By the accounts it appears that so long ago as 1711, the rents of the lands given by John Davey were distributed amongst poor labouring men.]

Does Laver's Ash Meadow form a part of Davey's gift?—It does.

How was the meadow called Laver Ash let?—It was let by tender from Lady-day 1818.

Is this field worth more than £3. 3s. a-year?—It is not; the rent is a great rent.

What was done with this field before Lady-day last?—The oldest labourer in the parish has always been allowed to hold it for his life, unless he becomes chargeable to the parish. An old man called William Ware, last held it; but he wanted relief of the parish, and therefore he gave it up; and as the trustees were informed by Mr. Glanvill, that the rents used formerly to be received by the trustees, it was thought better to let the land, and apply the rents to the oldest labourer, instead of allowing him to have the land.

Mr. THOMAS GLANVILL.

DO you think that as the landlords were to pay the poor rates of the lands, the rents of which were reduced, the depreciation of the value of land was so great in 1815, as to require an abatement of one-third of the rent?—I think that no more than a fair reduction.

Do you consider the reduced rents as the rents agreed to be paid during the remainder of the terms, or as made temporarily only?—I consider the agreements to reduce the rents were to endure for the remainder of the terms.

Then why have the trustees called upon the tenants to give up the farms at Lady-day 1821?—After the new trustees were appointed, there was a difference of opinion on the subject of these reductions, and the tenants were required to pay their original rents; upon which they agreed with the trustees to give up the lands at Lady-day 1821.

Why were the tenants permitted to hold until Lady-day 1821?—It was a proposition made by one of the new trustees, (I think by the Rev. Mr. Smith,) and the other trustees acceded to it; but I cannot state the reason.

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Do you know a close at Ottery, called Fool's Meadow ?—I do; it belonged to the lord of the manor, who sold it to George Radford several years ago. I have no reason to believe it belongs, or ever belonged, to this or any other charity.

Are there any old documents in the parish which show the origin of these charities ?—There are not, to my knowledge, except those which have been produced.

[*Note.* The map and survey made in 1812 of the lands of this charity were produced before the commissioners.]

1st *October* 1819.

JAMES COLERIDGE, of Ottery St. Mary, Esquire.

WHAT information can you give respecting the charity in your parish, called The Ottery Trust ?—I know that Thomas Gibbins, junior, at the time when the lease of part of the charity land was granted to him, was a person not carrying on the business of a farmer, or possessing stock to put upon the land; and I believe he was not the bona fide taker, but that his name was used for his father, who was a trustee of the charity, and who therefore could not take the farm in his own name. The land of the charity so let is intermixed with the freehold land, late of the father, and very advantageous for the person who occupied that land; and I believe the boundaries of the charity land were not to be easily distinguished from Gibbins's own land. I have also understood, that when the rents were reduced, no application was made by many of the tenants for such reduction; but that, having reduced the rent of the estate held by Gibbins, the son of a trustee, the trustees, lest that reduction should appear partial, reduced the other rack-rent tenants.

You are one of the relators in the suit in Chancery ?—I am; there were six gentlemen of Ottery, Sir John Kennaway, Reverend George Smith, Reverend John Warren, Mr. John Ellis Lee, Reverend George Coleridge and myself, who were determined to have this charity put upon a better footing, and who wished to become trustees of this charity, as well as of another charity vested in the same feoffees, called The Somersetshire Trust; but, on finding that these six gentlemen would be permitted by the surviving trustees to be added to the trust, only by dividing them between the two trusts, and naming three in one of the trusts, and three in the other, by which means they would have little influence in the management of either, I resolved not to enter upon the trusts on those terms, and we were driven to the necessity of filing the bill. Mr. Smith and Mr. Warren have since accepted the appointment of trustees; Major-General Guard is also a relator in the suit.

Do you know a meadow in Ottery, called Parish Meadow ?—There is such a meadow, which is in the possession of the Reverend George Coleridge, purchased 10 or 12 years ago; but there is no trace in the title deeds of its ever having belonged to the parish.

[*Note.* The meadow, in the accounts of 1768 called Parish Meadow, was then let (with the Rag) to Richard Teap.]

Do the two closes, now called Teape's Meadow and Parish Meadow adjoin ?—The two closes do adjoin. Parish Meadow is about 3 acres.

Do you know a plot of ground near these fields, called the Rag ?—I do.

Does it lie conveniently for occupation, jointly with Teape's Meadow ?—It joins that meadow I think at one end, but I am not sure.

Do you know any thing about a meadow called Fool's Meadow ?—I do; it was sold by the late lord of the manor to one Radford.

Have you any reason to believe this meadow was ever charity land ?—I have no reason for such belief.

Have you any complaints against the trustees as to the distribution of this charity ?—I consider that the charity ought not to be applied to persons receiving parish relief, and that by payments having been from time to time made in aid of poor's rates, the funds have been misapplied. I think also, that the donations to poor persons of the parish ought to be publicly made known in the parish.

Has there been any appointment of new trustees since your bill in Chancery was filed ?—The bill was filed in May 1817, and the subpœnas were served on the 16th of that month. Mr. Kestell died 24th July following, and the new trustees were appointed in the month of August in the same year.

4th *October* 1819.

Mr. ROGER SALTER.

BY whom are the dwelling-houses in Jesu-street, in Sandhill-street, and near Burnt House, inhabited ?—They are inhabited by poor people of the parish of Ottery, appointed generally by the feoffees. They pay no rent.

Who repairs those houses ?—The feoffees.

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How are the repairs of the other houses done?—The repairs of the houses are done by the feoffees, unless where there are long leases.

Who pays the rates and taxes?—The trustees pay rates and taxes, except of those which have been recently let.

In the accounts, there appear to have been payments for land tax and deficiencies, and for poor rates and deficiencies; what is meant by these deficiencies?—These payments are to make good the deficiencies on the poor rates, in respect of property charged, which is not to be found, as where the houses have been burnt down, though they still continue charged in the rates. I do not recollect any payments for deficiencies of land tax, since I became treasurer.

There are several large sums paid in 1813; what do these payments refer to?—These were bills paid to persons for building a school, part of which expense is charged also in the accounts of the Somersetshire trust.

Is any rent paid for the school, or for the workhouse?—None.

Is this a school on Bell's system?—It is.

Is any thing paid from this fund, towards the school?—Nothing.

In the year 1817, there appears to be a larger sum considerably, paid for poor rates, than in the two preceding years; can you explain how this happened?—It must have arisen from the circumstance of my not having regularly paid the whole poor rates in the two former years, and the large payment in 1817 must have included what was due for the two preceding years.

It appears that in 1784, there were considerable arrears, amounting to £67. 15s. 3d. discharged from the book; do you know any thing of this?—I suppose these arrears were due from persons who had been long in arrear, and could not pay, and therefore the sums were in that year discharged from the accounts.

What is the annual amount of the land tax charged upon this trust property?—About £29. yearly.

Are the orders which are given to poor persons, for relief, confined to persons resident at Ottery?—Sometimes money is given to non-residents, but to those only who belong to the parish of Ottery, such as persons who go to work in the neighbouring parishes.

There is a person of the name of Charles Carnal, who appears to have received this charity more frequently than the rest; who is he?—There are three persons in the parish of that name, and those orders include all of them.

Mary Channon appears to have received money from this charity, is she the tenant of part of the land?—She is the same person; she has a large family, and is a widow; but of late, she has not received any orders for this money, and I believe never more than once.

Mr. THOMAS GLANVILL.

IN the schedule annexed to the answer in Chancery, the arrears of rent due are stated, and there appears to be a sum of £42. due from Benjamin Leat, previous to Lady-day 1817, when his tenancy ended; have any steps been taken to recover these arrears?—A security has been given by Leat and his son for the money to be paid by instalments.

There appears to be £10. 10s. due also from Charles Webb, for the house and garden occupied by him; has that sum been since recovered?—He is a cripple, and has a large family, and if the trustees were to insist on the payment of these arrears, he would be thrown upon the parish; he has promised to pay rent in future, upon those arrears being given up; he is a baker, and put up an oven on the premises which he holds.

Do you know any thing of a payment when Mr. Woodford was receiver in 1785, of £96. 12s. 7d. stated to be "Land-tax paid for Mr. Copplestone," and of which £93. 6s. 4d. appears to have been received back in the following year?—Mr. Copplestone was collector of land-tax for the parish, and there was this deficiency in his accounts, and there had been an arrear returned into the exchequer, which was threatened to be levied upon the parish, whereupon this money was advanced out of the charity funds; and I know that Messrs. Williams and Son, from whom the greatest part of the money appears to have been received back, were concerned at the time as solicitors for the creditors of Copplestone.

Do you know why the account of Raxhay's rent was kept in the old books, distinct from the other rents of the charity?—I do not.

Have the rents been distributed since the chancery suit commenced?—They have not been distributed since the supplemental bill was filed; Mr. Gibbins holds them in his hands, I believe, or in the bank, while the suit is pending, and it is not intended to make the distribution without an order from the court of Chancery.

When were these charity lands enfranchised by the lord of the manor?

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[Witness produced the deeds of enfranchisement which were made by John Mounstephen How, esq. the lord of the manor, in consideration of £175. The deed is dated 22d May 1812.]

Mr. ROGER SALTER.

WHY was the consideration money for this enfranchisement of the Ottery lands charged in the accounts of the Somersetshire trust?—The money was raised by sale of timber on the Somersetshire lands, and these lands being applicable to the same trusts as the Ottery lands, and (with the exception of myself) being vested in the same trustees, this application of part of the timber money was then ordered.

How came you to be appointed receiver of the Somerset trust, in which you are not a trustee?—I cannot state; the trustees chose me.

Mr. THOMAS GLANVILL.

ARE there any old leases or other deeds in your chest, or in your possession, or in the possession of the trustees, to your knowledge, relating to this property, which you have not produced?—I believe there are none.

There are bills charged as paid to you both in the Ottery and Somersetshire trust; are these bills for professional business done by you?—They are; I have been many years employed professionally for the trustees.

In 1813 there appears in the accounts a payment of £101. to the trustees of Mr. Bacon; can you explain this?—Mr. Bacon became assignee of a lease granted for 40 years, determinable on lives, from 29th September 1776, to George Hunt Clapp, esq.; Mr. Bacon died and the trustees under his will were about to sell his interest in that lease; and it was considered for the benefit of the trust to buy in this lease, and to let the land for the charity.

What was the rent reserved under the lease to Mr. Clapp of 1776?—The rent was £17.

What was the rent at which the land granted by that lease was let after its surrender?—The land consisted of that now let to Mary Channon, Richard Teed and George Shorland, which was let for £72. a year in the whole, besides some short terms which Mr. Bacon had in the land now let to Thomas Davy for £20. 10s.; this was done under the advice of Mr. Turpin, a neighbouring farmer, a good judge of land, and the transaction was beneficial to the charity.

What are the present boundaries of Teap's Meadow?—It is bounded on the north by lands of the Rev. George Coleridge and others; on the west, partly by the Rag; and on the remainder on the west, and part of the south, by lands of the said George Coleridge; on the remainder of the south, by the Chineway road; and on the east, by lands late Mr. Arden's.

Do you recollect any division of Teap's Meadow?—I recollect a mound or remains of a hedge in it.

Does Mr. Coleridge's parish meadow abut on the Chineway road?—It does not on any part of it.

4th *October* 1819.

JOHN REED, of Ottery St. Mary, Shoemaker.

DO you rent a field in Cookman's Hill?—I do; I have had it measured, and it contains 3 roods and 36 perches; I rent it of Mr. Glanvill; it was called an acre and half when I took it.

What rent do you pay for it?—I pay £7. a-year for it; I took it for seven years from Christmas 1813. When I took it I was not informed of the value of it; I took it very dear; I do not think it worth above £3. a-year.

Do you know David Rutter?—I do; he is a little farmer, and a respectable man.

Do you know any thing of his property?—I do not.

5th October 1819.

Rev. LUTHER GRAVES ELLIOTT, of Ottery St. Mary.

ARE you one of the new feoffees of the Ottery trust and of the Somerset trust?—I am.

Have you ever made any search for original papers belonging to those trusts?—I have examined the chest in which the papers are kept, but there are no original documents or papers in it which shew the foundation of those charities.

Can you explain why the tenants, who are to quit their estates at Lady-day 1821, were permitted to hold them so long?—The trustees thought it better to agree to this arrangement with the tenants than to be driven to the expense of legal proceedings to recover the

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possession, and it was expressly agreed with the tenants, that the lands should be in the meantime managed in a proper course of husbandry; Tucker, one of the tenants, had just at that time laid a considerable quantity of lime upon his land.

DAVID RUTTER, of Ottery St. Mary, Yeoman.

WHERE do you live?—In this parish, at a place called Metcombe; I rent about 45 acres of land.

Did you make a tender in 1813 for an estate belonging to the Ottery trust, called Edmund's?—I did; I offered £46. a year for the estate; I delivered my tender to Mr. Glanvill, and I offered to pay a year's rent in advance during the term; it was to be let (I think) for 7 or 10 years.

Had you any farm at that time?—I had about 20 acres near the charity land, and I was desirous of having a little more land; I had then seven or eight children.

Could you have stocked the farm if you had taken it?—I could, and at that time I should have been glad to take it at the rent I offered for the term; the land is all arable except about one acre of meadow.

Could you have given security?—I offered a year's rent in advance, which I considered sufficient security.

What do you think the land worth now?—It is now well worth 40s. an acre, I would now give £34. a year for it. It has been worth that sum always since I knew it. There are no poor rates paid by the tenant out of it. I should have always paid my rent well. I always pay my landlord regularly. When I owe three quarters rent I pay half a year, and have always done so. Mr. John Newberry of Aylesbear, is my landlord, and he can attest what I say.

Do you know if the fences of this land are kept up?—There is one fence which lies against a field of Mr. Gibbins's which is quite down, and the lands are thrown together; this is the fence to the acre of meadow. I am not sure whether the mark of the fence remains or not. Old William Franks showed me the land. I called on Mr. Glanvill after the trustees had met, to know whether my tender was accepted or not, and he told me Mr. Gibbins was to have it.

Did young Gibbins live with his father?—He did until he married, when his father disapproving of the marriage, he left his father's house, and went to live in another parish; he remained there a short time, until he was reconciled to his father, and then returned again. This was in the summer of 1818. The father carried on his farm as usual during the son's absence, and the business was considered to be the father's business, and not the son's.

WILLIAM JONES, of Ottery St. Mary, Butcher.

ARE you the tenant of Miss Ripp's estate, which belongs to the feoffees of the Ottery trust?—I am; I hold the estate for a term of seven or fourteen years, from Lady-day 1818, at the option of either party.

What is your rent?—£40. a-year is the rent, but Miss Ripp has allowed me £2. out of my first year's rent.

Did you occupy this estate before your present term?—I did not; it had been let before I believe at the same rent. Mr. Kestell let the estate to me for Miss Ripp, and told me he did not like to let it for a less rent than it had fetched before.

Is the land arable or pasture?—The whole is arable except a small plot.

Is there any timber on the estate?—There is not much timber.

Did you make a tender for some property of the Ottery trust which Henry Tucker holds?—I did; I believe the sum I offered was £80.

Did you apply to Mr. Roger Salter previously to your tender?—I did; I asked him about the estate, and he desired me not to give in a tender too high, as it was not always usual to let to the person that made the highest tender. I valued the estate, with a friend of mine, at £100. a-year, and should have offered that sum for it; but as Mr. Salter wished me not to put in a tender too high, and said he would do what he could for me, I offered only £80., but I thought it well worth £100. Mr. Tucker, whose offer was accepted, was a relation of Mr. Salter's wife. At the time the tenders were given in, I spoke to Mr. Salter, but he would scarcely speak to me then.

What do you think the estate worth now?—I do not think it would be dear at the same rent of £100. even now.

Would you take it at £100. a year?—Yes, I would, I do not include the land which Tucker has had in addition to Raxhay's; I mean for Raxhay's alone, which was what I made my tender for.

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Mr. THOMAS GIBBINS, of Ottery St. Mary.

ARE you receiver of the Ottery charity lands?—I am receiver both of the Ottery trust and of the Somersetshire trust, and a new trustee of the latter trust only.

Do you hold some of the lands of the Ottery trust?—I do; I took the estate in the year 1813.

How old were you at that time?—I was then 23 years of age.

Have you always lived with your father?—I have.

How long had this farm been held by your father and his family?—My father had held it for a term of 40 years before my tenancy commenced.

Had you occupied any farm previously to this?—I had not.

Had you any farming stock previous to this?—I had a hackney horse, and a ewe and a lamb or two.

Was this charity estate which you took arable or pasture land?—It was chiefly arable.

How did you cultivate it, if you had no team?—I tilled it with my father's team up to last Lady-day, when he gave up all his farming concerns to me; he died in June last.

Did you make a tender for this farm?—I did make a tender in my own hand-writing, which was delivered by my father to Mr. Glanvill.

What was the offer you made?—I offered £40. a-year.

Did you consider that sum to be the full value of the estate at the time?—I did consider it rather more than the value. It lies intermixed with land that was my father's.

Had you any land given up to you by your father before Lady-day last?—I had a small quantity of land (less than an acre) in the parish which I purchased, but my father did not give up any land to me until Lady-day last.

In consequence of the charity land lying so much intermixed with your father's, was it more convenient for you than for any other person?—It was much more convenient.

Is there not a piece of meadow belonging to the charity land?—There is about one acre, called Tansill's.

Is there any fence between that meadow and your father's land?—There is no such fence, but there are the remains of the hedges now visible; there has been no fence there since my recollection.

Is the land which was late your father's on both sides of this meadow?—It is.

Are the remains of the fences visible on both sides of the meadow?—They are; and part of a hedge is still remaining on one side, and the whole of the boundary is very evident.

Have you underlet any part of this land since you held it?—I have not.

Who paid the rent for this farm before your father's death? I paid the rent myself to Mr. Salter the treasurer, from the time I took the estate. My father used to pay it during his lease. I paid the rent since from the produce of the land.

Did you pay the rent from your own pocket, or did you receive it from your father?—There was one joint account kept; my father's teams did the labour upon my farm, and the produce of that farm, together with my father's, were sold together, and out of the receipts this rent was paid.

In 1815 your rent was lowered; who made the application for this reduction?—I mentioned it to my father, and as he was going to meet the other trustees, he mentioned it to them himself.

Do you know at what part of the year 1815 this application was made?—I do not.

Had you any communication with any other of the tenants of the charity lands about a reduction of the rents?—I had not.

Was the whole matter as to the reduction arranged with the trustees by your father?—It was.

Do you conceive that you pay the full value of the estate now?—I consider that I do. The rent is reduced from £40. to £27.; the reason why I offered so much as £40. was, because the land was then in so good a state of cultivation.

Is not the land as well cultivated now as it was when you took it?—It is not; the land was in a particularly high state of cultivation when I took it.

Did you pay your father for your board?—I did not.

Did he receive all the money and maintain you?—He did; there was no separate account.

Upon your marriage, did you quit your father's house?—I did for about five weeks

Did you take any part of the management of the charity land whilst you were absent?—I did not; nothing was necessary to be done upon the arable land during that interval.

Who occupied the meadow whilst you were tenant of this charity land?—It was depastured by my father's cows; he had let a dairy of cows upon his own land as well as this.

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Had you any barns belonging to this farm?—None; the corn was put into my father's barns and mixed with his, and sold together.

In 1815 there were disbursements allowed you of £15. 6s. 0½d. what were those allowances for?—These were for repair of the two cottages on the farm, and for some wearing which was done to the banks of the river.

What do you let these two cottages for?—I let one for £2. 2s. and the other for 30s.

What is your allowance now for keeping the trust accounts, and receiving the rents?—I am allowed to charge £5. in the whole, which I have divided in the different accounts as follows, (viz.) £3. 5s. for the Ottery trust; £1. 10s. for the Somerset trust; and 5s. for Davey's Dole.

What term has William More in Laver's Ash?—He has a term of seven years in it.

What balance have you now in hand on account of these trusts?—There is a balance of £271. on account of both trusts, in the bank of Messrs. Sanders and Son, Exeter, of which about £34. or £35. only arose from the Somersetshire trust. I have not above £8. or £10. in my hands besides. Nothing has been distributed since the supplemental bill was filed; the repairs and rates, and charges upon the property, only are paid.

Mr. ROGER SALTER.

WHAT was the payment by Schobern of £33. in the year 1813?—This was a sum he paid for damages, for breaking up ground and not dressing it.

There is a charge for two years interest on £150. made by you in 1814, what was that interest for?—I charged interest on the money which I had advanced to the charity for the new buildings at Ottery.

3d *October* 1819.

Mrs. MARY SWEET.

HOW did you become possessed of the land you sold to Mr. Glanvill?—Mrs. Carter gave to my husband, James Sweet, the land I sold to Mr. Glanvill by will, and upon his death I became entitled to it.

What was the date of Mrs. Carter's will?—I do not know; but I believe it was proved at Exeter.

Did you become entitled to the land under your husband's will?—It was not bequeathed specifically by his will, and therefore it came to me; my husband died 30 or 40 years ago, and was buried at Ottery.

Did Mr. Sweet occupy any land at Longthorne or Rudgway?—I do not know.

What land did you sell to Mr. Glanvill?—I think I sold two pieces of land to him; one piece was part of a field out of which some money was paid to the feoffees of the Ottery charity, I think what is generally called a land-score.

Do you know the situation of these lands?—No; but I think William Gayler, a person who worked for Mr. Sweet, can state it.

What money did Mr. Glanvill pay you for these lands?—I do not know, I owed him money, and he took this land in payment, and besides paid me some money.

Did you execute any conveyance to Mr. Glanvill?—I cannot remember whether I did or not. Other persons offered money for the land, but I preferred selling to Mr. Glanvill.

8th *October* 1819.

Mrs. EMBRANCE SORRELL, Widow.

HOW long have you lived in Ottery?—All my life; I am now 75 years of age.

Can you give any information respecting a meadow, called Fool's Meadow?—I have heard my father and mother say, that one Richard Littley, a mason of Ottery, had this meadow for a son of his, who was an ideot; and my father and mother also said, that this meadow was given by Major Vaughan (a great man in the parish) to the parish for ever, for the support of any natural fool born in the parish. My grandfather was steward to Major Vaughan.

Do you remember Major Vaughan?—I do not.

Do you know this son of Littley, who was an ideot?—I did when I was a child. He was a boy nearly grown up.

Do you recollect when this boy died?—I do not.

Do you know where this meadow is?—I never saw it; but I have heard it lies near Cookney's lane.

Do you know whether any ideot had the advantage of this meadow after Littley's son?—I do not. I have understood that afterwards an application on behalf of an ideot, of the

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name of Axe, was made for this meadow, but I do not know to whom. I understand he did not receive the advantage of it, but that he was sent to the workhouse. This was many years back.

Did you ever hear in what mode this meadow was given to Major Vaughan?—I did not.

Who is now in possession of it?—I understand it has been sold by Mr. How, (lately deceased,) who was lord of the manor, to John Bradford.

[*Note.* James Coleridge, esq. produced the will of Charles Vaughan, esq. dated February 26th, 1736, and proved 24th May 1748, which does not appear to contain any mention of this gift.]

JOHN GODFREY, of Ottery St. Mary, aged 80.

DO you know a field called Fool's Meadow, in this parish?—I do; I have seen it a great many times; my father told me that one Harris, a foolish man, had it formerly as long as he lived, and that he died, leaving his father, who survived him, and that the father took the field after his son's death, until Mr. Clapp the steward of the lord of the manor took it.

Was Harris the only ideot that you have known have it?—There was another called Littley, who had it after Mr. Clapp took it away from Harris's father; this was 40 years ago; Littley, I was told, had it as long as he lived; I never heard of any ideot since that has had it.

Do you know who occupies the land now?—I do not; but I have heard that one Radford bought it; I do not know of whom he purchased it.

WILLIAM GAYLER, of Ottery.

HOW long have you lived with Mrs. Sweet and her husband?—I think about 40 years; I only lived with Mr. James Sweet one year before his death.

Were you a servant with him?—I was; I afterwards took some land of Mrs. Sweet.

Do you remember the lands occupied by Mr. Sweet?—Yes.

Do you know a field near Cookney-lane which Mrs. Sweet sold to Mr. Glanvill, of about an acre?—I know a small field there.

Was that field always in the same state as to fences as it was when sold to Mr. Glanvill?—It was always so during my recollection.

What did Mr. Sweet pay to the charity for this land?—I have understood he paid 20s. a-year for it.

Did you ever hear of his having any other land for which he paid any thing to the charity?—I never did; I believe he did not while I lived with him.

[Witness produced the probate copy of James Sweet's will, dated the 25th March 1782, by which he devised and appointed certain estates upon the trusts therein mentioned, and made his wife, Mary Sweet, residuary devisee and legatee of his real and personal estate. The field above-mentioned does not appear to be specified in this will.]

9th *October* 1819.

Reverend GEORGE COLERIDGE.

DO you occupy a small field called the Rag, under the feoffees of the Ottery charities?—I do.

Do you pay 15s. a year for it?—I do.

Do you consider that a fair rent?—Yes; it has always been rented by the same person who rented my meadow, called Hang Bow meadow.

Is there any communication between the Rag and Teape's meadow?—There is a gully between the Rag and Teape's Meadow, which has very probably increased in the course of time. It is probable that there might formerly be such communication, and there might now be a communication by placing a plank across the gully.

Does your field, called Parish Mead, abut on the road from Ottery to Chineway?—It does not; my field called Parish Mead, is as much as 10 feet lower than the Rag; there is a gully between them.

HENRY PRESTON, of Ottery St. Mary, aged 80.

DO you live in the almshouse in Jesu-street or Yonder-street, in this town?—I do.

What do you know about this almshouse?—I have heard it was built by Mr. Sherman, who erected it for 12 poor people, to be maintained out of the rent of his charity estates, and that he gave also £100., the interest of which was to be laid out in firing for the 12 poor people; the Shermans used to repair the almshouse; I was put into the almshouse

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by the feoffees of the Ottery trust, but I do not know how it got into their hands. My grandmother was formerly in the almshouse, and I have heard that she was put in by one of the family of Copplestone, which family married into the Sherman family.

Do you receive any money or any advantage besides living in the house ?—I do not.

Do you know any thing about the £100. which you state to have been given for the almspeople ?—I have heard that this money was lent on security of the tolls of the Lyme turnpike, and that Mr. Mundy called in the money and received it, and afterwards died in debt, and by that means the money was lost.

Who was Mr. Mundy ?—He was an attorney living in this town ; his name was Thomas Mundy, and he died upwards of 40 years ago.

Mr. THOMAS GLANVILL.

DO you know by whom this almshouse was founded ?—I do not ; but I have understood that the appointments to it were made by the Sherman family ; and I have heard that it was given up by some part of that family to the feoffees of the charity lands.

Do you know any thing of a gift of £100. for the poor persons of this almshouse, which is supposed to have got into the hands of Mr. Mundy ?—I have heard that Mr. Mundy got possession of deeds poll for £100., belonging to some of the charities of the parish, and that he paid the dividends thereon as long as he lived ; but that upon his death, it was found that these deeds poll had been sold eight years before ; and I believe that Mr. Mundy died intestate and insolvent, and that one of his creditors took out administration to his effects.

Did the administrators pay any part of this debt ?—I think I have heard that the administrator (Mr. Stribling) was a specialty creditor, and that he took the whole of the effects in part satisfaction of his own debt.

Mr. HENRY TUCKER, Junior.

DO you rent a farm of the Ottery charity ?—I do.

Did you make any application to have your rent lowered ?—I made such applications repeatedly in 1815. I thought it too dear, and I applied to Mr. Roger Salter, as the acting feoffee. At a meeting of the feoffees, an offer was made to me, in consequence of my applications that some additional land should be given to me, instead of lowering the rent. I thought the whole then too dear, and declined it at first ; afterwards I desired to have time to consider of it ; and at last I took the additional land, paying the same rent as before.

Did Mr. Gibbins, or any other person, suggest to you to make the application, for the reduction of the rent ?—No one made any such suggestion to me ; I think the whole now too dear.

RICHARD SEAWARD, Junior.

AT what sum is Mr. Gibbins rated to the poor rate, for the estate which he rents of the feoffees of the Ottery trust ?

[Witness produced the rate, by which it appears that the land was valued for the purposes of the poor rate at £22., and the cottages at £4.]

Do you collect the poor rate for the parish of Ottery ?—I do.

Who pays the poor rate for the charity lands ?—The treasurer pays me the whole together, except for some of the new tenants. He pays me for Miss Ripp's estate.

What is meant by deficiencies in the poor rate, which the feoffees used to pay ?—These deficiencies are for those houses which are burnt or pulled down, which continue to be charged on the rates, though no occupiers can be found to levy the rates upon.

Reverend GEORGE SMITH, Vicar of Ottery.

ARE you one of the newly appointed feoffees of the Ottery charity ?—I am.

Do you recollect any think respecting the lease which the late Mr. Gibbins had of land the property of the feoffees, now held by his son ?—I know that the late Mr. Gibbins was assessed in the sum of 36*l.* a-year to the property tax, for the lands held of the charity, though he paid only a rent of 16*l.* a-year to the trust. From this assessment he did not appeal. In consequence of afterwards seeing the books of the trustees at the vestry, I was induced to think that the lease by which Mr. Gibbins had held the trust premises was expired ; I therefore observed this to him in 1812, and he said that he meant to give up the premises at the following Lady-day. Soon after this, a proposal was made to the parish by Mr. Gibbins, to exchange part of these lands for others. The parishioners requested me and two others, to view both the lands, which we did, and were of opinion that the lands

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belonging to the charity, were worth 10*l.* a-year more than those offered by Mr. Gibbins. In consequence of our report this offer was not accepted by the parish.

RICHARD SEAWARD, Sen. of Ottery, aged 79.

DO you know the chest in the church belonging to the feoffees of the Ottery trust?—I do.
Did you ever see it opened?—Not that I know of.
Do you know whether the chest contained the writings of the feoffees?—I do not know.
Did you ever tell any one that you had seen this chest broken open?—No.

10*th October* 1819.

Mr. THOMAS GLANVILL

Attended the commissioners, and stated, that the deed which he alluded to in his former examination, was a marriage settlement of one of the Carter family, dated in 1708, which recites that Robert Carter was possessed for the residue of a term of forty years of "a tenement, courtilage and garden thereto belonging and adjoining, parcel of the hereditaments, late of William Sherman, situate in the town of Ottery aforesaid, late in the tenure of John Taylor; and also one acre of land at Cookman hill, and one other acre of land or pasture, lying at Longthorne, within the same parish; also one acre of land lying at Broadleigh, in the said parish, by landscore, with the land of Richard Martyn, all late in the possession of said John Taylor, or his assigns." And Mr. Glanvill stated, that upon examining the ancient copy of the court roll, of which he was not previously aware, he was satisfied that the whole of the field, out of which he has paid 1*l.* a year to the feoffees, belongs to the charity, and that he was ready to give up the same to the feoffees.

Do you know were Broadleigh is in the parish of Ottery?—I do not; but the late Rev. Mr. Marker pointed out to Mr. Roger Salter, as I am informed, a field in Gerwell lane, as the field for part of which he pays the rent of 1*l.* a year.

What is meant by the term landscore?—I understand it to mean a parcel of land not actually bounded by hedges or fences, but marked out by land-marks only.

Note. By the feoffees accounts, it appears that in 1686, John Taylor paid a rent of 8*l.* for one tenement in the Town, and one acre of land lying at Cookman Hill, and one other close of land lying at Longthorne, being the inheritance of one Fitchett, and one acre of landscore, being formerly Rawleigh's land, and that he paid the same rent till 1706, after which his name does not appear, but Robert Carter's appears in 1707, for the first time, as paying the same rent, and he continued to pay the same rent till 1713. In 1714, Robert Carter's name does not appear; in 1715 John Mayne appears to have paid 6*l.* and Robert Carter 2*l.*; Robert Carter appears to have paid 2*l.* till 1724, from which time till 1759, Mrs. Carter appears to have paid the same. In 1760, Mr. Sweet's name appears for the first time, and he pays from that time to 1778, the same rent of 2*l.* In 1779 Mr. Sweet paid 1*l.* only, and the Rev. Mr. Marker for the first time, 1*l.*; Mr. Sweet paid 1*l.* till 1782, and from that time till the sale to Mr. Glanvill, Mrs. Sweet continued to pay 1*l.*; Mr. Marker's name appears also as paying 1*l.* to the present time.

FOUNDATION DEED OF JOHN LAURENCE.

Omnibus Christi fidelibus ad quos hoc presens scriptum tripartitum indentatum perveniet Johannes Lawrence salutem. Sciatis quod cum ego per quandam Cartam meam cujus datum est duodecimo die Januarii anno regni regis Henrici Sexti post conquestum Angliæ decimo octavo nuper dederim concesserim et confirmaverim Johanni More de Cullompton, Rogero Baron Johanni Ayshe de Estecote, Johanni Gova sen. Johanni Gova jun. Ricardo Withyman, Henrico Coke, Johanni Spencer, Johanni Dyer, Thomæ Atheighes, Johanni Charde Dyer et Johanni Atwill heredibus et assignatis eorum in perpetuum omnia terris tenementa redditus servitia ac reversiones mea in Holcombe Goveton Dyreheighes, ac quatuor messuagia et duos ferlingos terræ vocata Crossemayne's land in parochia Beatæ Mariæ de Ottery cum suis pertinentiis, exceptis duabus parcellis prati jacentibus in Wareham Mead, parcellis terrarum reddituum servitiorum et reversionum prædictorum, virtute quorum doni concessionis ac confirmationis lidem Johannes More, &c. fuerunt inde seisiti in dominico suo ut de feodo et jure absque aliqua conditione habita super liberationem seisinæ inde eis factam et ipsis sic inde eis seisitis per quoddam scriptum meum cujus datum est tertia decimo die Januarii anno supradicto remiserim relaxerim et omnino de et pro me heredibusq; meis in perpetuum quiete clamaverim eisdem Johanni More, &c. heredibus et assignatis eorum in perpetuum totum jus meum et juris clamorem quæ ad tunc habui de terris et tenementis redditubus servitiis reversionibus prædictis cum suis pertinentiis prout in prædicta charta et scripto plenius continetur Noveritis tamen quod prædictum donum concessio confirmatio et relaxatio facta fuerunt ex nimia spe et confidentia quæ habui

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habeo et habebo quod omnes feoffati mei et omnes eorum inde assignati et feoffandi facient ordinent disponent et implebunt inde voluntatem meam hic in forma scripta et delibatam (vizt) quod iidem feoffati eorumque inde assignati et feoffandi permittent et tolerabunt me et Johan uxorem meam durante vita nostra seu alterius diutius viventis occupare et tenere proprius prædictas terras et tenementa cum suis pertinentiis et omnia exitus proficiia et proventus inde provenientia nec non omnes arbores et subboscum ibidem crescentia decidere habere capere possidere et disponere prout nobis seu alteri nostrum melius videbitur faciendum absque aliquo impedimento. Et quod post obitum meum et uxoris meæ prædictæ feoffati assignati seu feoffandi qui pro tempore fuerint seu senior pars eorum concedent tradent seu ad firmam meliori modo quo scirint demittent predictas terras et tenementa cum suis pertinentiis ad terminum 40ta annorum et non ultra seu ad voluntatem cui et quibuslibet eis placuerit quandocunque et quotiescunque necesse fuerit in perpetuum reddendum eis et eorum assignatis quantum inde ad firmam annuatim habere voluerint. Et quod prædicti feoffati assignati seu feoffendi qui pro tempore fuerint seu senior pars eorum semper in posterum annuatim eligant unum eorum supervisorem et receptorem suum terras et tenementa prædicta cum suis pertinentiis ac omnia exitus et proficua inde provenientia ad super videndum et terras et tenementa et cetera illa cum suis pertinentiis ac exitus et proficiia inde provenientia percipiendum, qui infra unam mensem post sequentem festum nativitatis Domini paschæ nativitatis Sancti Johannis Baptistæ, et Sancti Michaelis Archangeli totam pecuniam per ipsum inde receptam bene et fideliter imponet in quadam Cista in Ecclesia prædicta situata et ordinata pro hujusmodi pecuniis ac pro cartis scriptis et munimentis easdem terras et tenementa tangentibus et convenientibus imponendis et custodiendis cum tribus clavibus seratis quarum una clavis in custodia custodis ecclesiæ collegiatæ Beatæ Mariæ de Ottery prædictæ qui pro tempore fuerit altera in custodia unius *feoffatorum* assignatorum vel feoffandorum prædictorum qui pro tempore fuerint per ipsos ac saniorem partem eorum ad hoc faciendum electi et tertia in custodia unius custodium *bonorum* mobiliorum dictæ ecclesiæ qui pro tempore fuerint per eosdem feoffatos assignatos vel feofandos qui pro tempore fuerint seu eorum saniorem partem semper remanebit. Et quod quilibet hujusmodi receptor infra quindenam post hujus modi electionem suam tactis sacro sanctis evangeliis juramentum præstet coram hujusmodi electoribus ad omnia prædicta per ipsum ut præfertur fienda et recipienda bene et fideliter secundum que posse suum factura et observatura et quod quilibet hujusmodi receptor, annuatim infra unam mensem post festum Sancti Michaelis Archangeli, tam coram dictos feoffatos assignatos vel feoffandos qui pro tempore fuerint aut saniorem partem eorum quam coram custodem dictæ ecclesiæ qui pro tempore fuerit si ipse interesse voluit supra sacrum suum præfatum de suis in hoc receptis et expensis factis fidelem comptum reddet et faciet et recipiet annuatim pro hujusmodi officio et labore suo faciendo de prædictis exitibus et proficuis, 6s. 8d. Et quod omnes et singuli prædicti custodes praedictorum clavium quandocunq; hujusmodi custodiam super se acceptaverent juramentum coram præfatus feoffatos assignatos seu feoffandos qui pro tempore fuerint seu saniorem partem eorum praestabunt ad bene et fideliter secundum posse suum custodienda et gubernanda cistam cartas scripta et munimenta ac pecuniam illam secundum eorum discretionem et posse disponendam expendendam et faciendam in forma sequenti, vis. Quod primo et ante omnia necessaria expensa et sumptus inde fiant ad sequenda et defendenda quascunque placita actiones aut querelas de praedictis terris et tenementis cum suis pertinentiis vel aliqua parcella inde seu pro jure et titulo eorundem habenda sequenda defendenda seu clarificanda et ad aedificanda reparanda et melioranda terras et tenementa illa cum suis pertinentiis quoties cunque necesse fuerit Ac etiam unum pallium de nigro panno laneo cum cruce alba in eodem de panno linteo factum super sepulturam mei et praedictae uxoris meae post mortem meam cum duobus cereis super eandem sepulturam ardentibus tempore exequiarum et missa da requiem de missa in missam juxta quandam ordinationem inde factam celebrande in perpetuum inde inveniatur et manu teneatur. Et deinde volo tam pro salubri statu illustrissimi Domini Henrici regis Angliae post conquestum sexti ac mei et praedictae uxoris meae necnon animae Johannis Franke cleri ac animarum meorum ab hac luce migrantium et animarum parentum et benefactorum nostrorum et omnium fidelium defunctorum ac etiam intuit. charitat. ac pro levamine et adjutorio omnium inhabitantium et residentium in villa sive parochia de Ottery praedictae quod medietas cujuslibet decimae ac quindecimae ac cujuslibet partis inde de et pro inhabitantibus et residentibus infra dictam parochiam qui pro tempore fuerint de et pro bonis suis mobilibus infra eandem parochiam existentibus domino regi heridibus seu successoribus suis regibus Angliae post decessum mei et praedictae uxoris meae authoritate cujuscunque parliamenti concedendae seu solvendae semper et in perpetuum de et cum pecunia praedicta si tantum inde habeatur tempore hujusmodi solutionis faciendae alioquin

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quantum inde fuerit persolvetur in subsidium et exonerationem hujusmodi residentium et inhabitantium. Et quod major summa de pecunia praedicta quam quadraginta librae nunquam imponatur sit seu remaneet simul et semel in dicta cista sed quod residuum de praedicta pecunia ultra praedictas quadraginta libras si quando omnino et quotiescunque fuerit per custodem dictae ecclesiae collegiatae qui pro tempore fuerit si ipse hoc facere voluerit alioquin per unum de praedictis feoffatis assignatis vel feoffandis per ipsos qui pro tempore fuerint aut saniorem partem eorum ad hoc deputatum et ordinatum in die obitus dictorum principis Johannis Franke et mei ac dictae uxoris meae aut alicujus aut aliquorum nostrorum in dicta ecclesia annuatim de mense in mensem in perpetuum tenenda seu celebranda inter pauperis ejusdem parochiae ubi majus necesse et meritorium fuerit distribuatur pro salute animarum praedictarum. Insuper volo quod quandocunque in posterum contingat tres vel duos feoffatorum praedictorum ad minos fore superstites quod ipsi sic superstites per cartam eorum feoffabunt duodecim viros de parochia praedicta adtunc secundum eorum discretionem magis fide dignos de et in omnibus terris et tenementis praedictis cum suis pertinentiis habendis et tenendis sibi heredibus et assignatis suis in perpetuum in feodo absque aliqua conditione. Et quod hujusmodi duodecim viri sic asignati vel feoffandi per cartam tripartitam inter eos et hujusmodi feoffatores suos factam concedent et super se assument secundum posse eorum ad faciendam et perimplendam hanc meam voluntatim et ad hoc faciendam juramentum praestent corporale cujus quidem cartae una pars penes custodem dictae ecclesiae collegiatae qui pro tempore fuerit alia penes eosdem feoffatores remanebunt et tertia in dicta cista imponatur custodienda et simili modo toties fiat in futurum et in perpetuum hujusmodi feoffamentum carta indentata et juramentum in posterum esse contingerit. Et quod omnes et singuli hujusmodi assignati seu feoffandi quando et quandocunque sic feoffati fuerint tactis sacro sanctis Evangeliis juramentum praestent corporale quod ipsi quantum in ipsis est secundum hanc meam voluntatem absque fraude et malo ingenio observabunt et facient fideliter observari. Et quicunque etiam infringet seu infringere presumpserit indignationem Dei omnipotentis et gloriosae matris suae ac omnium sanctorum incurrat quosque ad emendationem evenerit. Et nos praedicti Johannes More, Rogerus Baron, Johannes Ayshe, Johannes Gova, senior, Johannes Gova, junior, Ricardus Withyman, Henricus Coke, Johannes Spencer, Johannes Dyer, Thomas Atheighes, Johannes Chard' Dyer, et Johannes Atwill, quamvis praedictus Johannes Lawrence nos feoffavit in feodo de et in terris et tenementis praedictis ut praedicitur absque aliqua conditione et totum jus suum inde nobis ut praedicitur relaxavit, tamen volumus et concedimus et nos heredes et executores nostros obligamus eidem Johanni Lawrence, heredibus et executoribus suis et supra nos assumpsimus per praesentes ad faciendam et perimplendam quantum in nobis est hanc voluntatem suam in omnibus suis articulis secundum posse nostrum. In cujus rei testimonium tam ego praedictus Johannes Lawrence quam nos praedicti Johannes More, Rogerus Baron, &c. huic praesenti scripto nostro indentato sigilla nostra alternatim apposuimus hiis testibus Thoma Bythellysgate, Johanne Malerbe, Willo Malerbe, Thoma Dunburgh, Rogero Charde, et aliis. Dat. decimo octavo die Januarii, anno regni regis Henrici Sexti, post conquestum Angliae decimo octavo.

Copy of Court Roll of the Manor of Ottery, 29 Car. 2.

Ottery Ste Marie } Ad cur manerii praedicti ibidem tent. decimo octavo die Julii anno regni } domini nostri Caroli Secundi Dei gratia Angliae Scotiae Franciae et Hiberniae regis, fidei defensoris, &c. vicessimo nono inter alia sit irrotulat: Ad hanc cur venerunt Johannes Vaughan ar, et Gideo Sherman ar, tenentes customar et personae fiducial. de terr tentes et hereditament. quondam Johis Lawrence, Willi Sherman, Johis Fitchett, Johis Rawleigh, . . . Weneman, defunct et ad vizt De uno messuagio et duebus ferling terrae cum pertin jacen apud Goveton de tenura customar per annu reddit 5s. uno messuag et duobus ferling terrae cum pertin vocat Deerbaies de eadem tenura per annu reddit 5s. quatuor messuag et duobus ferling terrae cum pertin vocat Crosseman's land jacen in et juxta villam de Ottery de eadem tenura per annu redd 5s. de terris tentis et hereditament nuper Johis Lawrence ac etiam de uno messuag et duobus ferling terrae cum pertin jacen apud Woodford de tenur antiq Barton per annu redd 4s. 5d. una plata terrae juxta Broadmead de eadem tenura per annu redd 6d. duo claus terrae jacen apud Bradleigh de eadem tenura per annu redd 1s. 5d. duobus messuag cum pertin jacen in villa de Ottery de eadem tenur p annu redd 1s. 9½d. uno messuag cum pertin jacen apud occidentalem finem vill de Otterie de eadem tenur per annu redd 2s. Uno messuag et duobus ferling terrae cum pertin jacen apud Metcombe de tenur customar per annu redd 5s de terris tentis et hereditament nuper Willi Sherman ac etiam de uno toft cum gardin in Ottery de tenur quinque acrarum et de tribus acris terrae jacen et existen in paroch de Otterie blae Mariae praedictae de eadem tenur quarum una acra jacet in Cookman's Hill al jacet apud Long-

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thorne et tertia acra jacet apud Rudgewaye per annu redd 1s. 6d. de terris tentis et hereditament nuper Johis Fitchett ac etiam de uno messuag et duobos acris terrae apud Fynnybridge de tenur antiq Barton una al acra terrae apud Redhill juxta Russelake de eadem tenura Tribus acris terrae apud Rill inter Dukeshaies et terr quond hered de—Shobridge et nuper de hereditament Willi Pole ar de eadem tenur ac una acra prati in Gerwell de eadem tenur per annu redd 4s. 1d. Uno parvo prata cum suis pertin de tenur antiq Barton continen per estimacon tres partes unius acrae terrae jacen in orientali parte cujusdam prati vocat "The Parish Meedow" in boreali parte de Cheyneway per annu redd 8s. de terris tentis et hereditament nuper . . . . Rowleigh ac etiam de uno messuag curtilag et gardin cum suis pertin in villa de Otterie btae Mariae de tenur antiq Borton inter terr nuper hered de . . . . Still in orientali parte et viam regiam in australi parte et quandam venellam in occidentali parte et terr domini manerii praedicti in boreali parte per annu redd 1s. de terris tentis et hereditament nuper . . . . Weneman ac etiam de uno messuag cum curtilag gardin et pomar eidem messuag adjacen cum pertin jacen apud Woodford infra manerii praedictum de tenur antiq Barton per annu redd 2d. nuper perquisit cum £20. ex dono Johannae Haydon vid nuper uxoris Johis Haydon ad observand et perimplend ea omnia et singula quae in quibusdam indentur ultimis voluntatibus et al scriptis continentur prout per easdem indentur ultimas voluntat et al script plenius apparet et ea omnia sursum reddiderunt in manus domini hujus manerii ad opus et usum Willi Eveleigh ar et aliorum hered et assign suorum in perpetuum secund consuetud manerii praedicta ad performand omnia et singula praemissa secdum indentur voluntat et script supra mentionat unde accidet domino manerii praedicti pro terris tentis et hereditament dni nuper Johis Lawrence 30s. in pecuniis ex convencion ab antiquo habit quia ad solum usum et sustentationem pauperum et pro terr tentis et hereditament domini nuper Willi Sherman accidit domino de relevio pro omnibus messuag et terris de tenur antiq Barton 10s. 1¼d. ac pro messuag et terris de tenur customar 5s. ex convencion ab antiq habit quia ad solum usum et relevacion pauperum et pro terris tentis et hereditament domini nuper Johis Fitchett accidit domino de herriott 1s. 6d. secdum consuetud manerii praedicti et pro terris tentis et hereditament domini Johis Rawleigh accidit domino de herriott 4s. 1d. et 8d. secdum consuetud manerii praedicti et pro terris tentis et hereditament domini nuper . . . . Weneman accidit domino de herriott 1s. secdm cons manerii praedicti et pro terris tentis et hereditament nuper perquisit cum praedicto £20. de dono dominae Johannae Haydon accidit domino de heriott 2d. sdm consd manerii praedicti et super hoc venerunt praefati Willus Eveleigh at alii et ceperunt de domino manerii praedicti ex traditione Ezekiel Yarde seneschall ejusdem manerii omnia et singula praedicta messuag terr tenta et hereditament cum pertin habend et tenend eis heredibus et assign suis in perpetuum secdm consued manerii praedicti ad usus et intentiones praedictas et non aliter et ad fidelit perimplend eadem. Tenend de domino manerii praedicti per redditus onera secta et servitia inde prius debit et de jure consuet et dant domino manerii praedicti de fine ingressus in praemissis ut sequitur vizt pro terr tentis et hereditament domini nuper Johis Laurence 30s sdm consuetud manerii praedicti et pro terr tentes et hereditament domini nuper Willi Sherman 18s. 4d. ex convencion ab antiq per habet et pro terr tentis et hereditament domini nuper Johis Fitchett 1s. 6d. sdm consd manerii praedicti et pro terris tentis et heredit domini nuper Johis Rawleigh 4s. 1d. et 8d. sdm consd manerii praed et pro terris tentis et heredits domini nuper . . . . Weneman 1s. sdm consm manerii predit et pro terris tentis et heredits nuper perquisit cum praedict £20 de dono dominae Johannae Haydon 2d. sdm consdm manerii praedit. Et sic admittuntur inde tenentes et fecerunt domino manerii praedti fidelitatem. Dat per copiam rotulorum cur manerii praedict die anno et loco supradicto.

☞ *In this deed, the original is written with the* latin contractions, *none of which the printer has in his possession; the* words *are printed as they are written, but* without *the contractions.*

A Decree for the Poors Land in Ottery

Whereas in the parliament holden at Westminster, in the nine-and-thirtieth year of the reign of our sovereign Lady Elizabeth the queen's majesty that now is (capitulo sexto) an act was made, intitled An Act to reform deceipts and breaches of Trust touching Lands given to Charitable uses: And whereas, according to the statute aforesaid, a commission was awarded by the right honourable the lord keeper of the great seal of England, directed unto the reverend father in God William Bishop of Exon, Sir Thomas Denys, knight, William Powle, John Drake, Edmond Prideaux, Anthony Coplestone, Humphry Prideaux, Richard Walthum, esqrs., and others, to enquire according to the said commission; and afterwards the said Lord Bishop, Sir Thomas Denys, William Powle, John Drake, Edmond Prideaux, Anthony Coplestone, Humphry Prideaux, and Richard Walthum, taking upon

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them the execution of the said commission, by virtue thereof caused the sheriff of the county of Devon to return an inquest of the said county before them, at Ottery St. Mary in the said county of Devon, the first day of September, in the two-and-fortieth year of the reign of our said sovereign Lady Elizabeth the queen's majesty that now is, who were there before the said commissioners, according to the said commission, sworn to enquire what lands, tenements, hereditaments, leases, goods, chattels, and sums of money, and other things whatsoever, have at any time or times heretofore been given, devised, bequeathed, conveyed, limited or appointed, by any person or persons whatsoever, to or for the relief and maintenance of the poor within the parish of Ottery St. Mary aforesaid, or to any other good and charitable use or uses, intents or purposes, in the said statute expressed, and whether the same lands, tenements, hereditaments, leases, goods, chattels, sums of money, and other things so given, devised, bequeathed, conveyed, limited or appointed as abovesaid, have been or are employed according to the true intent and meaning of the donors or founders thereof, or to or for any of the uses intents or purposes before-mentioned, and by whom the same was so given, devised, bequeathed, conveyed, limited, appointed or employed; and of all and singular the abuses, misdemeanors, mis-employments, falsities, defrauding of their trusts intents and purposes, alienations or misgovernments, and of all and every other matter thing or cause whereby or by means whereof the good and godly use or uses, intents and purposes aforesaid, touching or concerning the said lands, tenements, hereditaments, leases, goods, chattels, sums of money, and other things, given, devised, bequeathed, conveyed, limited or appointed as abovesaid, cannot or may not be maintained executed and performed according to the true intent and meaning of the donors or founders thereof, and according to the true intent and meaning of any the aforesaid good, godly, and charitable uses intents and purposes, and by whom or in whose default the said misdemeanors or abuses have been committed; and after public and full evidence given unto the said jury concerning the premises, the said jury did give their verdict, as in the inquisition hereunto annexed is contained and declared: Now forasmuch as it appeareth unto us by the said inquisition, that all the messuages, lands, tenements and hereditaments, which were the land, tenements and hereditaments of John Lawrence, William Sherman, John Fitchett, Wainman and Rawley, in the said inquisition to these presents annexed specified, except one tenement, with the appurtenances, which was the said John Lawrence's land, and now in the tenure of one Walter Colpress, by lease from the said feoffees, also in the said inquisition specified, are letten in farm to divers several lessees or tenants, either in possession or reversion, by certain feoffees of the said several lands, tenements or hereditaments, without taking any fines or incomes for the same, and for less yearly rent or farm than the same or worth yearly to be letten for; whereas in truth the same ought and should have been letten by the said feoffees thereof, for the best and most improved value, according to the true intent and meaning of the donors and founders thereof, as by the said inquisition it is particularly set down and described:—

Therefore, the fourth day of October, in the two-and-fortieth year of our said sovereign Lady Elizabeth the queen's majesty that now is, It is by us ordered adjudged and decreed, that the said several leases demises and grants and every of them, as well in possession as in reversion (except the said lease so made to the said Walter Colpress) shall from henceforth be adjudged, deemed, reputed and taken to be utterly void, to all intents constructions and purposes, as leases or grants made fraudulently and deceitfully, contrary to the intent and true meaning of the said donors, and contrary to the trust in the feoffees by the said donors reposed, and that no advantage or benefit shall be taken or had by reason or force of the same leases demises or grants, or any of them, by any of the lessees tenants or grantees thereof, or by any other person or persons claiming, from, by or under, or by reason of them, or any of them; Provided always, and it is further ordered and decreed, That if any of the now lessees or grantees, being a lessee or grantee in possession of any of the aforesaid messuages, lands, tenements or hereditaments before-mentioned, at or before the day of the testr. or date of the said commission, are or shall be minded determined or disposed to hold in farm any the aforesaid messuages, lands, tenements or hereditaments, heretofore unto them severally leased and demised by any the feoffees of the premises, during such several estates and terms in their several demises and leases (being in possession as afore said) contained and expressed, as they or any of them severally have taken of any the said feoffees, for such yearly rent or farm as the same several messuages, lands, tenements and hereditaments are by the said inquisition found to be, in yearly value or worth, to be letten for at a yearly farm, that then if any of the said lessees or grantees, his her or their executors administrators or assigns, will surrender and yield up unto the said feoffees the said several fraudulent leases, estates, terms or interest, at any court to be holden for her majesty, her highnesses heirs successors or assigns, of her grace's manor of Ottery St. Mary in the county of Devon, within the space of four months next ensuing the day of the date of

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this decree; that then such lessee or lessees, grantee or grantees, his her or their executors administrators or assigns, upon such surrender or giving up of their said fraudulent leases estates and interests, shall (if they will accept thereof) have new leases and estates to them severally made and granted by the feoffees of the premises then for the time being, for and during such term and terms, estate or estates, as they or any of them formerly had hath or have contained or expressed in their said several leases so to be surrendered, or for any lesser term, as unto such lessee or lessees, their executors administrators or assigns, shall be thought best, with reasonable covenants and conditions therein to be comprised, and without payment of any fine or income for the same, according to the true intent and meaning of the said donors or founders, so as upon every new estate lease or term so to be to them, or any of them thereof made, the said lessee or lessees, his her or their executors administrators or assigns, be bounden well and sufficiently to repair and maintain all and every such messuages, lands, tenements and hereditaments, so to them or any of them severally to be devised leased or granted, during his her or their whole term estate and interest therein, and to consent to pay yearly for the rent or farm thereof, so much yearly rent at the least as the same is or are rated or valued at in the said inquisition to be yearly worth above all reprises. But if any of the said new lessees or tenants of the said messuages, lands, tenements and hereditaments, shall wilfully or wittingly refuse thus to do, then it is further ordered and decreed, that the feoffees of the premises for the time being, their heirs or assigns, shall or may, immediately upon such refusal, or after the space of four months next after the day of the date of this decree (as aforesaid) enter into the said several messuages lands and tenements, being part or parcel of the premises upon the possession of every such tenant or farmer so refusing, and him her or them dispossess and remove from the possession or occupation thereof; and that upon such entry made by the said feoffees, their heirs or assigns, the said new lessees or tenants, their executors and assigns, shall remove and depart from the possession thereof; and that the said feoffees, their heirs and assigns, the same messuages, land, tenements and hereditaments, at the next court to be holden within the same manor of Ottery St. Mary, or at some other court there to be holden within convenient time after, for our said sovereign Lady the queen's majesty, her heirs or successors, publicly or openly, without coven or fraud, do demise and lease, from year to year, or for term of forty years in possession, or for any lesser term in possession, and not in reversion, from the day of the date of every such demise or lease to any other person or persons willing to take the same, reserving upon every such lease, demise and grant, unto the said feoffees, their heirs and assigns, yearly, during the continuance thereof, so much and so great a rent as any other person or persons dwelling in the said parish will give (bona fide) for the same; the same lessee or lessees in the deed of lease covenanting for himself, his her or their executors administrators or assigns, to whom any such lease demise or grant shall be so made, sufficiently to repair and maintain all and every the messuages lands or tenements, so to him her or them severally to be demised leased or granted, during his her or their whole estate term and interest therein, and covenanting to do all such reasonable covenants and conditions as to the sound discretion of the said feoffees, their heirs and assigns, shall be thought convenient, and according to the true intent and meaning of the said founders or donors of any the foresaid messuages lands and tenements so to be demised; And whereas before this time, the distribution and employment of the yearly rents, revenues, issues and profits, received by the feoffees of the messuages lands and tenements, in the said inquisition specified, have been employed and bestowed in secret and in some disordered manner; and the leases demises and grants of the same messuages lands and tenements, by them likewise granted and made in a secret and fraudulent manner, or at the least not publicly, as it behoved and was requisite for the best benefit of parishioners of Ottery St. Mary aforesaid, and the poor there, as it was intended by the first donors thereof: For due remedy herein from henceforth to be had, and for avoiding all suspicion of any fraudulent or covenous dealing in that behalf hereafter to be had practised or used; It is further ordered and decreed, that no lease demise or estate shall at any time hereafter be had made or granted of any of the said messuages, lands, tenements, rents or hereditaments by any feoffee or feoffees thereof for the time being, but such as shall be made or granted publicly in open court of the said manor of Ottery St. Mary aforesaid, and for the best and uttermost rent or farm that will be (bona fide) given for the same, and that the employments and bestowing of the rent issues and profits thereof, and of all stock and stores of money now remaining and being, or which hereafter shall remain or be in the hands custody or possession of any person or persons within the parish of Ottery St. Mary aforesaid, and given to any charitable use or uses as aforesaid, shall be from time to time hereafter employed and bestowed by such person or persons as by the donor or donors thereof thereunto appointed, and to such charitable use or uses likewise as the said donor or donors did will, devise, limit or appoint, as in and by the said inquisition is expressed, at

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some convenient time and times in the year, in some convenient and apt place therefore to be appointed, the said feoffees their heirs and assigns joining and associating with them (for the better doing and executing thereof, according to the charitable minds and wills of the donors) the vicar of Ottery St. Mary aforesaid for the time being, and the church-wardens and overseers for the said poor of the said parish likewise for the time being, or the major part of them, if they will be present at the time of such public assemblies and meetings of the said feoffees for the time being, when they shall so assemble for the good ordering distribution and employment to the purposes and charitable intents and minds of the donors set down in the said inquisition, and not otherwise: And to the end that the modern feoffees that have shewed such defect and negligence in their former courses and behaviour towards the poor, may be rather drawn to a better consideration of themselves in the discharge of their duties hereafter, as also others (seeing such falsities and defects) may be the sooner moved to seek speedy redress and reformation thereof; It is likewise thought fit and ordered, that whensoever the same feoffees or any of them shall hereafter go about to demise or grant any part of the premises, they first give reasonable notice and intimation thereof to one Phillip Channon, gentleman, the first mover and sole procurer of this her highnesses commission, and since in his own person and to his great cost and earnest follower and solicitor for a speedy dispatch and due execution thereof, so as at the setting of any such lease he may be present, (if he list) to see all future fraud well avoided, the donor's good intent better answered, and, lastly, the poor to be more charitably relieved. In witness whereof the commissioners aforesaid have to these presents set their hands and seals; yeaven this 4th day of October 1600, and in the 42d year of the reign of our said sovereign Lady Elizabeth, by the grace of God of England France and Ireland, defender of the faith, &c.

THE ACCOUNT of *John Mercer*, gentleman, one of the feoffees and receiver of the rents, issues and profits of the lands and tenements, sometimes of *John Laurence*, *Sherman*, *Rawleigh*, *Fitchett* and *Wenman*, and by them given to charitable uses, within the said parish, for one whole year, ended at the Feast of St. Michael the Archangel last past, had and taken in the parish church there, on the thirtieth day of November anno Dom. 1678.

		£.	s.	d.
Lawrence, Rent per annum.	First the accountant gives an account of the rents due and issuing out of the aforesaid lands in the said year last past, to wit, of Mrs. Stoford, for one messuage and six acres of ground	7	4	0
	Also of John Blackmore, for three close five acres, near Great Well	4	10	0
	Also of James Bernard, gentleman, for one tenement in the town, and two closes, being 3 acres, at Govetons..	3	8	0
	Also of him for four closes, being 13 acres at aforesaid..	8	0	0
	Also of him for three closes, being fourteen acres, at Alphington	7	13	4
	Also of Thomas Hull, for three closes, being ten acres, at Legshaies	6	1	0
	Also of Eleanor Vinecombe widow, for four closes, being fifteen acres, at Legshaies aforesaid	7	10	0
	Also of John Purchase, two closes, being four acres, near the Shutes	4	0	0
Rawleigh's.	Also of Richard Teape for parish meadow, being four acres of Laurence's land, and for one Ragge, being half an acre of Rawleigh's land	5	6	8
	Also of Edward Clode for one close, being three acres, at the west part of Great Well	3	0	0
	Also of him for one tenement and six closes of land .. The sum is £72. 10s.	15	17	0
Shermans Rent per annum.	Also of William Streatchly for one messuage and 18 acres at Woodford.	16	10	0
	Also of Edwd. Ebdon for 1 messuage and 2 farthings of land at Metcombe	10	5	0
	Also of Thos. Hull for one tenement in the town, and one close of land at Bradley..	6	8	4
Fitchett. Rawleighs.	And one other tenement lying in the town, and one acre of land at Cookman-hill, and one other acre of land at Langthorn, being the inheritance of John Fitchett; and one acre of land at Landscore, in Broadley, being Rawleigh's land	7	5	0
	Sum is £40. 8s. 4d.			

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The ACCOUNT of *John Mercer*,—*continued*.

		£.	s.	d.
Rawleigh's Rent per annum.	Also of John Sanders for one acre at Rushlake.. ..	0	10	0
	Also of Mr. Nicholas Haydon, deceased, at Earleshaies..	2	0	0
	Also of William Jerman, for one tenement and one acre of land, near Fennybridges	2	0	0
	Also of Guias Stocker for one annuity, issuing out of Barcombe	0	6	8
	The Sum is £4. 16s. 8d.			
Fitchett's Rent per annum.	Also of Mr. Osmund for one acre of land at Ridgway..	1	11	0
	Also of Mary Fley, widow, for houses in town	1	13	0
	The Sum is £3. 4s. 0d.			
Newman's Rent.	Also of Frances Ebdon, widow, for one tenement in town	2	10	0
	The sum of all the rents received this year is .. .. £123. 9s.			
	WHEREOF the said Accountant craves			
	Allowance paid the head rents of the said lands in the same year	3	10	8
	Also paid a chanter rent, with 8d. for acquittance and porter	0	2	4
	The sum of all the rents paid, £3. 13s.			
	Also paid the wardens and overseers on the 19th of December 1677, 8*l.*; 14th January, 8*l.*; 11th February, 8*l.*; 11th of March, 8*l.*; 27th of March 1678, 5*l.* 13s.; and 22d April, 8*l.*; in all	45	13	0
	Also paid the rates imposed on the poors land	3	8	9½
	Also paid Edwd. Clode for reed given to Giles Pring ..	1	10	0
	Also paid a smocks cloth for Alice Searle	0	3	4
	Also paid two half year's chimney for the poor house ..	0	12	0
	Also by order paid Mrs. Hues, in part towards the curing of Gideon Ould's leg	1	0	0
	Also by order paid the churchwardens, in part of a certain debt of 3*l.* 7s. 6d. due from Elizabeth Dowell, widow	0	10	0
	Also for collecting the said rents this year	0	10	8
	Also for expenses at passing this account	1	0	0
	Also for writing and engrossing this account.. ..	0	11	0
	Also for that remains due and unpaid of the said rents from John Purchase	2	0	0
	Also to pay Mr. Wood of Exon, for curing Gideon Ould's leg	2	0	0
	Also that remainder due unto George Axe, in the foot of Eveleigh's account the last year	0	0	11½
	The sum of all the payments and allowances .. £	62	12	9
	And then this accountant oweth clearly the sum of..... £60. 16s. 3d. besides the forty shillings from purches.			

Melch Alford, vicar. *Gideon Sherman*. *Gideon Haydon*.
Nich. Channon. *Thor. Hull*, ser. *Thos. Osmond*.
Nath. Sweete. *Justinian Harris*. *Edward Clode*,
William Marker. *Christopher Taylor*. *Nicholas Lidford*,
Christopher Salter. *Edward Clode*. *William Chaplin*.

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PARTICULAR OF LANDS BELONGING TO THE OTTERY TRUST,

LANDS.	TENANTS.	Quantity. Quants. chiefly taken fm a survey in 1812. A. R. P	RENT reserved. £. s. d.
1. Two cottages, gardens, and 7 closes of land called Edmonds	Thos. Gibbins ..	16 2 37	40 0 0
2. A close at Cookman-hill	Thos. Glanvill ..	0 3 36	1 0 0
3. Part of a close of land at Bradleigh, near Gurwell-lane	Rev. J. Marker.	about 0 3 0	1 0 0
4. Two fields (formerly three) on the east side of Great Well	John Hake	5 1 31	53 0 0
5. And three, formerly two, near the Shutes	John Hake	7 3 28	
6. Raxhays containing a barn, linhay, courtilage and land..	Henry Tucker..	64 3 0	100 0 0
7. Land at Goveton	Same	19 1 38	.. ..
8. Seven closes of land adjoining Legeshaies	Robert Dare ..	26 2 13	22 0 0
9. And one close adjoining East-hill ..	Same	4 0 1	
10. Three closes of land on the west of Great Well..	Geo. Shorland ..	8 2 13	16 0 0
11. The poor-house	.. .. ..	.. ..	No rent.
12. A stable and garden plot, all in Mill-street	Richard Salter..	0 2 26	2 2 0
13. A close of land now an orchard, near Fennibridges	Henry Ware ..	1 0 22	1 10 0
14. One close in Gurwell-lane	Mary Channon..	1 3 16	3 0 0
15. One close called Askin's meadow ..	Thos. Davey ..	3 3 13	20 10 0
16. Teap's Mead	Mary Channon..	4 3 12	28 0 0
17. A field and orchard plot	Richard Teed..	3 2 19	20 0 0
18. Two closes of land near the Shutes ..	Geo. Shorland...	5 1 30	24 0 0
19. Part of an orchard at Ridgway ..	Richard Coles...	about 0 3 0	5 5 0
20. A close of land, near Redhill, called the Rap	Wm. Tolman..	1 1 16	3 10 0
21. A house and orchard in Jesu-street, and a field in Longthone-lane ..	John Williams..	2 3 35	16 0 0
22. Two small houses and gardens in Mill-street	Thos. Channon.	0 0 14	2 2 0
23. Chief rent out of Burcombe, in Ottery St. Mary	Mr. Stocker.	.. ..	0 6 8
24. A messuage and lands at Woodford, consisting of six closes, a coppice, and a plot of ground	Martha Ripp ..	17 2 15	13 15 0
25. A cottage and garden in Jesu-street..	Charles Webb...	0 0 17	3 0 0
26. A dwelling-house and garden ..	John Melhuish..	0 0 23	1 0 0

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IN THE PARISH OF OTTERY ST. MARY, DEVON, 1819.

TERM.	DATE of Lease.	Rent as red. in 1815	OBSERVATIONS.
		£.	
10 years from Lady-day 1813. Yearly tenant.	Agreement.	27	The tenant to keep the premises in repair, except the buildings having rough timber allowed. The landlords to keep the buildings in repair, & to pay land-tax, church and poor rates. Not in the map made in 1812.
.. .. ..	.. ..	..	Not in the map of 1812.
11 years from Lady-day 1811.	Agreement.	36	
10 years from Lady-day 1813.	Agreement.	..	The tenant to find reed & spars, & to keep all the premises except the buildings which the landlords are to repair, & the landlords to pay land-tax, church & poor rates.
Same term.	.. ..	..	The land of Goveton was valued by the trustees at 27*l.* and was added to Raxhays at Lady-day 1815, rent-free, instead of reducing the rent of Raxhays.
40 years from Lady-day 1785, determinable on 3 lives.	31 May 1785.	..	Tenant to repair gates, &c. being found rough timber. The lease is granted in consideration of the surrender of a lease of 40 years, granted in 1778, determinable on lives, at the rent of 16*l.* The lives on which the existing lease was made determinable, were Robt. Dare, the lessee (since dead) Robt., his son, the present owner of the lease, and Robert, the son of Cornelius Dare.
14 years from Lady-day 1817.	No lease yet signed.		
Yearly tenant.	.. ..	..	Richard Salter occupies part of what is included in the 2R. 26P.
40 years from the date of lease determinable on 3 lives.	25 March 1793		Henry Ware is assignee of a lease which was granted to John Salter. The 3 lives were Honor Salter 16, John 13, and Ann 9 years old, children of lessee.
Yearly tenant.	.. ..	..	This close appears to have been let at the same rent from the year 1768.
9 years from Lady-day 1813.	No lease signed.	14	
The same.	Same.	19	The rent of 28*l.* included the rent of a small close now rented by the Rev. George Coleridge, which the lessee gave up to Mr. Coleridge, on account of his disputing a path through his land to it.
The same.	Same.	14	
The same.	Same.	16	
14 years from Christmas 1818.	Same.	..	Not in the map of 1812.
Same.	Same.		
14 years from Lady-day 1817.	No lease signed.		
40 years from 25 Dec. 1790, determinable on 3 lives	25 Dec. 1790.	..	The only life now living is Thos. Channon, now aged 53.
40 years determinable on lives.	5 Nov. 1794.	..	The term is determ. on the death of Mary, wife of John Hestall, since dec., daugh. of Mary Taylor, the lessee, & Martha Ripp niece of said Mary Taylor. *Note.* This estate appears to be the same as was let in 1678 at 16*l.* 10s.
Yearly tenant.	.. ..		
99 years, determinable on 3 lives.	10 April 1806	..	This was granted on a building lease, granted to Wm. Brooke on the lives of Ann Brooke, Charlotte Brooke and Eliz. Brooke, his daughters. Covenant by the lessee to build one good and substantial dwelling, and to repair the same; which house has been built.

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Particular of Lands belonging to the Ottery Trust, &c.—*continued*.

LANDS.	TENANTS.	Quantity. Quants. chiefly taken fm a survey in 1812. A. R. P.	RENT reserved. £. s. d.	TERM.
27. Field adjoining parish meadow, called the Rag. ..	Rev. Geo. Coleridge..	0 1 27	0 15 0	Yrly. tenant
28. A house and garden now 2 dwellings, in Jesu-street...	Henry Hake	0 0 32	7 0 0	Yrly. tenant
29. Three dwellings & gardens in Sandhill-street, used as poor-houses	Poor people	0 0 28		
30. Six dwellings, used as almshouses, in Jesu street ..	Poor people	0 0 34		
31. House, now used as a school in Jesu-street	The schoolmaster ..	0 0 30		
32. Two dwellings & gardens, called Burnt-house.... ..	Poor people	0 1 6		
Total rents received			£.384 15 8	
Deduct the amount of the reduction in 1815.			67 10 0	
Amount of the present rents			£.317 5 8	
DAVEY'S GIFT:				
Davey's Dole, containing five closes of land	William Bird	12 2 9	12 0 0	Yrly. tenant 7 yrs. from
Lever's ash meadow	William More.. ..	1 0 24	3 3 0	L-day 1818.
			£. 15 3 0	

SUMS paid to the Overseer of the Poor of Ottery subsequent to the appointment of Trustees in 1786.

		Ottery Trust. L.	s.	d.	Somerset Trust. L.	s.	d.
1786	Paid Mr. Seaward for the use of the poor.	210	6	0	39	0	0
1787	.. .. Do.	117	0	0	39	0	0
1788	.. .. Do.	100	0	0	26	0	0
1789	.. .. Do.	70	0	0	39	0	0
1790	.. .. Do.	70	0	0	31	7	0
1791	.. .. Do.	98	0	0	40	0	0
1792	.. .. Do.	66	0	0	30	0	0
1793	.. .. Do.	39	0	0	30	0	0
1794	.. .. Do.	53	0	0	.. ..		..
1795	.. .. Do.	89	0	0	51	0	0
1796	.. .. Do.	50	0	0	20	0	0
1797	.. .. Do.	79	0	0	30	0	0
1798	.. .. Do.	80	0	0	20	0	0
1799	.. .. Do.	135	0	0	10	0	0
1800	.. .. Do.	100	0	0	.. ..		0
1801	.. .. Do.	61	0	0	.. ..		0
1802	.. .. Do.	91	0	0	50	0	0
1803	.. .. Do.	46	0	0	100	0	0
1804	.. .. Do.	.. ..		..	80	0	0
1805	.. .. Do.	80	0	0	.. ..		..
1806	.. .. Do.	.. ..		..	40	0	0
1807	.. .. Do.	.. ..		..	40	0	0
		1,634	6	0	715	7	0

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ROGER SALTER'S ACCOUNT, as Receiver of the Rents and Profits of the Feoffee Lands, and of the Estate called Raxhays, in the Parish of Ottery St. Mary, ending at Michaelmas 1804.

CHARGE:

	£.	s.	d.
By arrears of rent due from the several tenants on the last account	93	17	1
By cash in the receivers hand	3	1	5½

YEARLY RENT:

	£.	s.	d.
Trustees of the late Mr. Copplestone	0	5	0
Mr. Thos. Gibbins.	16	0	0
Wm. Dark	2	5	0
Mrs. Mary Sweet.	1	0	0
Rev. Mr. Marker.	1	0	0
Trustees of the late Wm. Salter	5	5	0
Wm. Scovern	41	0	0
Robert Dare.	22	0	0
Mr. Gould	27	0	0
John Priddice	20	0	0
Richard Salter	2	2	0
Henry Ware.	1	10	0
Wm. Channon	3	0	0
Dashwood Bacon, esq.	6	0	0
Ditto	17	0	0
Sarah Coles	0	12	0
Ditto	1	11	0
Ben. Leat	14	0	0
Ditto	18	0	0
Joseph Channon	2	2	0
Mrs. Stocker.	0	6	8
Mr. Ripp	13	15	0
Charles Webb	3	0	0
	315	12	2½

DISCHARGE:

By arrears of rent due from the several tenants at Michaelmas 1804:—

	£.	s.	d.
Trustees of the late Mr. Copplestone, 1 year	0	5	0
Henry Ware, ½ year	0	15	0
Joseph Channon, 1 year	2	2	0
Mr. Gould, 1 year	27	0	0
Trustees of the late Wm. Salter, 1 year.	5	5	0
Wm. Scovern, ½ year.	20	10	0
Robert Dare, ½ year	11	0	0
Charles Webb, ½ year.	1	10	0
John Priddice, ½ year.	10	0	0
Wm. Dark, ¼ year.	0	11	3
Ben. Leat, 1 year.	14	0	0
Ditto, ½ year	9	0	0
Mr. Gibbins, ½ year	8	0	0
Rev. Mr. Marker, 1 year	1	0	0
Mrs. Sweett, 1 year.	1	0	0
Wm. Channon, 1 year.	3	0	0
Mrs. Stocker, 1½ year.	0	10	0
	115	8	3
By cash paid Mr. Pulman, 1 year's land-tax	29	19	9
By cash to Mr. Seaward for poor rates.	16	5	0
John Seaward	1	10	0
William Wildson.	1	10	0
John Salter & Ed. Stone	3	0	0
Thomas Channon	2	0	0
John Callow.	2	2	0
John Sanders.	1	5	0
Robert Bending	1	10	0
Thomas Row.	2	0	0
Thomas Cox	1	10	0
Giles Row	2	2	0
David Robertson	2	0	0
Widow Selaway	2	2	0
William Skinner.	1	10	0
John Bastin	2	0	0
John Bess	1	10	0
Jas. Sheppard's bill, omitted in last account.	1	6	8
Robt. Northcott and Rd. Marwood	4	2	0
Robert Fisher	1	0	0
Elizabeth Bess	1	0	0
Insurance	2	3	6
Henry Salter...	2	2	0
Henry Salter...	2	2	0
Susannah Drake	2	2	0
William Burford	1	0	0
Honor Palmer	2	2	0
Gilbert Peck...	2	2	0
Thomas Ware	1	0	0
John Carnall...	1	10	0
Amos Farrard, bill.	0	2	0
John Baker	1	10	0
John Sanders.	2	2	0

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Roger Salter's Account, &c.—*continued.*

Discharge—*continued.*	£.	s.	d.
Lord's rent	3	8	4
Henry Skinner	2	0	0
Audit for Egleshays	0	6	0
John Ware	2	2	0
Elizabeth Bess	1	0	0
William Skinner	1	10	0
John Burrow	2	2	0
Robert Fisher	1	10	0
Charles Baker	1	0	0
Joseph Hare	1	0	0
Giles Row	2	2	0
John Sanders	1	0	0
Sarah Salter	1	0	0
William Bower	2	0	0
William Palmer	1	11	6
Mary Baker	1	0	0
Gilbert Beck	2	2	0
John Carnell	1	5	0
Richard Bastin	1	0	0
Leonard Berry	1	0	0
Thomas Row	2	0	0
William Row	2	2	0
Charles Wildson	1	0	0
Philip Wheaton	2	2	0
Susannah Drake	2	2	0
Elizabeth Livermore	1	0	0
Henry Eveleigh	1	0	0
Robert Bending	1	10	0
John Bess	2	0	0
Leonard Berry	1	0	0
Charles Gover	2	0	0
Wm. Harding & Wm. Stiling	2	0	0
Wm. Ireland, bill	1	8	0
Lord's rent, omitted in Mr. Halse's account	3	10	10
A way rate ditto	0	8	9
Quarter hundred received at the workhouse .. .	0	12	6
Mr. Scoverton, disbursements for Raxhays ..	12	9	9
Mr. Bridle, bill for apple trees	8	17	6
Amos Farrant, bill.	1	1	0
Robert Long, bill...	0	9	3
Allowed the tenants for property tax	8	1	0
Stamps for receipts to tenants	0	4	6½
Collecting the rents	0	11	0
Writing accounts	0	11	0
Do. Raxhays account	0	3	4
Potation	1	0	0
	305	13	5½

	£.	s.	d.
Charge	315	12	2½
	305	13	5½
	9	18	9
Error in James Sheppard's bill	0	0	1
	9	18	10

Robert Warren, John Wreford, Wm. B. Evans, Francis Halse.

ROGER SALTER'S Account, as Receiver of the Rents and Profits of the Feoffee Lands, and of the Estate called Raxhays, in the parish of Ottery St. Mary, ending at Michaelmas 1805.

CHARGE;

	£.	s.	d.
By arrears of rent due fm the several tenants on the last acct.	115	8	3
By cash in receiver's hand... ..	9	18	10
Mr. Halse, or John Carnell ..	0	12	6
Mr. Thomas Gibbins	16	0	0
Mr. Wm. Darke	2	5	0
Mrs. Mary Sweett	1	0	0
Rev. Mr. Marker	1	0	0
Trustee of late Wm. Salter ..	5	5	0
Mr. Wm. Scoveron	41	0	0
Mr. Robert Dare	22	0	0
Mr. Gould	27	0	0
Mr. John Priddice	20	0	0
Mr. Richard Salter	2	2	0
Mr. Henry Ware	1	10	0
Mr. Wm. Channon	3	0	0
Dashwood Bacon, esq.	6	0	0
Ditto	17	0	0
Mrs. Sarah Coles	0	12	0
Ditto	1	11	0
Mr. B. Leat	14	0	0
Ditto	18	0	0
Mr. Joseph Channon	2	2	0
Mr. Stocker	0	6	8
Mr. Ripp	13	15	0
Charles Webb	3	0	0
	344	8	3

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Roger Salter's Account, &c.—*continued.*

DISCHARGE:

By arrears of rent due from the several tenants at Michaelmas 1805:—

	£.	s.	d.
Mr. Halse, or John Carnell 2 years	0	17	6
Mr. Thos. Gibbins, ½ year	1	0	0
Mr. Wm. Darke, ¼ year	0	11	3
Rev. Mr. Marker, 2 years	2	0	0
Trustees of late Wm. Salter, 1 year	5	5	0
Mr. Wm. Scoveron, ½ year.	20	10	0
Mr. Dare, half year	11	0	0
Mr. Gould, half year	13	10	0
Mr. John Priddice, ½ year.	10	0	0
Mrs. Sarah Coles, 1 year	0	12	0
Ditto Ditto	1	11	0
Mr. Ben. Leat, 1 year	14	0	0
Ditto half year	9	0	0
Mr. Stocker, ¼ year	0	3	4
Charles Webb, 1½ year	4	10	0
Mr. Joseph Channon, 1 year	2	2	0
By cash paid Mr. Pulman for 1 years land-tax	29	19	7
Mr. Seaward for the use of the poor	80	0	0
Mr. Seaward, for poor rates.	15	0	0
Thomas Pyne	2	2	0
William Harding	1	0	0
Charles Carnell	1	10	0
William Bower	2	0	0
James Harding	1	1	0
Matthew Priddice	1	10	0
William Jefferey	1	1	0
Martha Reynolds	2	2	0
Jos. Littley	1	10	0
Charles Branscombe	1	10	0
Joseph Berry	1	10	0
Robert Bending	1	10	0
John Dyer	2	2	0
Sus. Drake	2	2	0
William Blackmore	1	10	0
Lord's rent	3	7	4
Allowed tenants for property-tax	8	0	0

	£.	s.	d.
Insurance	2	6	6
Mr. Scoveron, disbursements for Raxhays	10	19	0
Wm. Row, bill	3	2	8½
Mr. Leat, for 200 of reed, &c.	5	2	9
Amos Farrant, bill	1	7	9
Joseph Channon, ditto	0	15	4
Mr. Priddice, ditto	1	11	0
John Robertson	0	17	6
100 of reed on the almshouse	2	10	0
For drawing of plank to Raxhays, & trees to pit, & a tree into Ottery	0	10	0
For 7 hogsheads of Lime	1	1	0
Drawing the same	0	17	6
Joel Bastyan	1	17	0
Richard Vosper	1	0	0
John Digby's bill	3	19	3½
Wm. Salter's ditto	0	14	0
Sarah Salter	1	0	0
John Seaward	2	2	0
Edward Stone	1	0	0
Richard Down	2	0	0
Wm. Snook	1	1	0
Robert Smith	1	0	0
Mary Baker	1	0	0
Joseph Latherop	2	2	0
George Taylor	2	0	0
Richard Piney	1	0	0
Thomas Cox	1	0	0
William Moore	1	0	0
Elizabeth Livermore	1	0	0
Philip Wheaton	1	0	0
Thomas Godfrey	1	0	0
John Callow	1	0	0
Collecting the rents	0	11	0
Writing account	0	11	0
Potation	1	0	0
Writing Raxhays account	0	3	4
Francis Bastin	2	0	0
	327	0	8

	L.	s.	d.
Charge	344	8	3
	327	0	0
	17	8	3
Error in entering J. Dyer's note	2	2	0
	19	10	3
Undercharge Elizabeth Bess's note	0	1	0
	19	9	3

5th March, 1806, this account was examined and allowed by us,

Robert Warren, Wm. B. Evans, John Wreford, Francis Halse, Feoffees.

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ROGER SALTER'S, ACCOUNT, as Receiver of the Rents and Profits of the Eeoffee Lands, and of the Estate called Raxhays, in the Parish of Ottery St. Mary, ending at Michaelmas 1806.

CHARGE:

	£.	s.	d.
By arrears of rent due from the several tenants on the last account	103	12	1
By cash in receivers hand ..	19	9	3

YEARLY RENT.

	£.	s.	d.
Mr. Thomas Gibbins	16	0	0
Mr. W. Darke	2	5	0
Mrs. Mary Sweett	1	0	0
Rev. Mr. Marker..	1	0	0
Trustee of late Wm. Salter..	5	5	0
Mr. William Scoveron.. ..	41	0	0
Mr. Robert Dare..	22	0	0
Mr. Gould	27	0	0
Mr. John Priddice	20	0	0
Mr. Richard Salter	2	2	0
Mr. Henry Ware..	1	10	0
Mr. Wm. Channon	3	0	0
Dashwood Bacon, Esq... ..	6	0	0
Ditto	17	0	0
Mrs. Sarah Coles..	0	12	0
Ditto	1	11	0
Mr. Ben. Leat	14	0	0
Ditto	18	0	0
Mr. Jos. Channon	2	2	0
Mr. Stocker..	0	6	8
Mr. Ripp	13	15	0
Charles Webb	3	0	0
	341	10	0

DISCHARGE:

By arrears of rent due from the several tenants at Michaelmas 1806:—

	£.	s.	d.
Mr. Gibbins, 1½ year.. ..	8	0	0
Mr. Wm. Darke, ¼ year ..	0	11	3
Rev. Mr. Marker, 1 year ..	1	0	0
Trustees of late Wm. Salter, 1 year	5	5	0
Mr. Wm. Scoveron, ½ year.	20	10	0
Mr. Dare, half year	11	0	0
Mr. Gould, half year	13	10	0
Mr. John Priddice, ditto ..	10	0	0
Mrs. Sarah Coles, 2 years ..	1	4	0
Ditto ditto ..	3	2	0
Mr. Ben. Leat, 1 year.. ..	14	0	0
Ditto half year.. ..	9	0	0
Mr. Stocker, 1½ year... ..	0	10	0
Mr. Joseph Channon, 2 years	4	4	0
Mr. Charles Webb, 1 year ..	3	0	0
Mr. Ripp ditto ..	13	15	0
Mrs. Sweett, 1 year	1	0	0
Widow Channon, ditto. ..	3	0	0
	122	11	3
By cash paid Mr. Seaward for poor rates..	15	0	0
By cash paid Henry Eveleigh	1	0	0
Edward Rowland	1	10	0
Thomas Turner	1	0	0
Samuel Hall..	1	0	0
Charles Webb	2	2	0
William Palfry	1	0	0
Charles Wildson	1	0	0
Henry Skinner	2	0	0

	£.	s.	d.
William Ware	1	1	0
William Waters	1	1	0
William Palmer	2	2	0
John Bess	2	0	0
John Sanders	2	2	0
John Carnell, 1*l*, rent 17s. 6d.	1	17	6
Charles Mark	1	5	0
Robert Bending	1	0	0
John Sanders	1	0	0
Edward Gover	2	2	0
Matthew Priddice	2	0	0
Richard Vosper	1	10	0
Sus. Drake	2	2	0
Mr. Scoveron, disbursement for Raxhays.. ..	18	5	11
Wm. Jeffery..	1	1	0
John Ware	1	1	0
Mr. Pulman ½ yrs. land-tax.	14	19	9½
Mr. Seaward, insurance ..	2	6	6
John Ware	2	2	0
Thomas Ware	1	0	0
Robert Northcott	2	2	0
John Evéleigh	2	2	0
John Baker	1	10	0
Wm. Burford	1	0	0
Thomas Satchell	1	0	0
Richard Marwood	2	2	0
Mr. Sheppard, bill	0	17	1
John Seaward	2	2	0
William Row	2	2	0
Frances Stocker	2	2	0
Simon Hatchwell..	1	0	0
Wm. Godfrey	2	2	0

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Roger Salter's Account, &c.—*continued.*

Discharge—*continued*	£.	s.	d.
Thomas Turner	2	0	0
Edward Rowland	2	2	0
Charles Churchill	1	0	0
George Taylor	2	0	0
William Blackmore	1	10	0
John Dare	1	10	0
Philip Wheaton	2	0	0
Charles Branscombe	2	2	0
Henry Salter, and Simon Hatchwell	4	0	0
Joseph Hare	1	10	0
James Palmer	2	2	0
Lord's rent	3	7	4
Mr. Priddice, bill	1	12	0
Amos Farrant's, bill	1	17	4
Jos. Channon & Robt. Long.	0	10	3
Stamps	0	1	9½
Martha Priddice	2	0	0
Giles Row	2	2	0
Richard Pine	1	10	0
Sus. Drake	2	2	0
William Mills	1	0	0
James Coombes	2	0	0
Wm. Jeffery & Jos. Eveleigh	1	11	0
Robert Bending	2	2	0
John Dare	1	1	0
John Dyer	2	2	0
Phineas Radford	1	0	0
James Harding	1	0	0
Widow of Gilbert Peck	1	10	0
William Jeffery	1	1	0
Richard Down	2	2	0
William Bower	2	0	0
Charles Churchill	1	10	0
Michael Farrant	2	0	0
William Moor	1	0	0

	£.	s.	d.
Joseph Gibbs	1	0	0
John Amer	1	1	0
Thos. Ware & John Jerman.	1	16	0
Widow Reynolds	2	2	0
John Seaward and Wm. Harding	2	15	0
Mr. Long, bill	0	15	0½
Mr. Pulman, ½ yr. land tax.	14	19	9½
Mr. Digby, bill	2	9	0
Thomas Pine	2	0	0
William Blackmore	1	0	0
John Eveleigh	2	2	0
Amos Farrant, bill	0	11	3
Mr. Churchill, bill	0	17	6
Robert Northcott	2	0	0
Mr. Norrington, bill	0	15	8
Mr. Ford, for 8 hhds. lime	1	4	0
Joseph Salter, for carriage	1	3	6
One oak gate for J. Churchill	0	9	6
Allowed for property tax to tenants to Lady day 1806	11	2	4
Collecting rents	0	11	0
Writing accounts	0	11	0
Potation	1	0	0
Writing Raxhays Accounts	0	3	4
	343	4	8
Charge	341	10	0
Due to receiver	1	14	8

16th March, 1808, this account was examined and allowed by us,

Robt. Warren, *Francis Hasle*,
Thos. Gibbins, *Wm. B. Evans*,
John Wreford,

ROGER SALTER'S ACCOUNT as Receiver of the Rents and Profits of the Feoffee Lands, and the Estate called Raxhays, in the Parish of Ottery St. Mary, ending Michaelmas 1816.

CHARGE:

	£.	s.	d.
By arrears of rent due from the several tenants on the last account	351	7	6
Mr. Thomas Gibbins, jun. one year	27	0	0
Mr. Thomas Glanvill, ditto	1	0	0
Rev. Mr. Marker, ditto	1	0	0
Mr. John Hake, ditto	36	0	0
Mr. Henry Tucker, ditto	100	0	0

	£.	s.	d.
Mr. Robert Dare, 1 year	22	0	0
Mr. —— Gould, ditto	27	0	0
Mr. Richard Salter, ditto	2	2	0
Mr. Henry Ware, ditto	1	10	0
Mrs. Mary Channon, ditto	3	0	0
Mr. —— Davy, ditto	14	0	0
Mrs. Mary Channon, ditto	19	0	0
Mr. Richard Teed, ditto	14	0	0

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Roger Salter's Account, &c.—*continued.*

Charge—*continued*	£.	s.	d.
Mr. George Shorland, 1 year	16	0	0
Mrs. Sarah Coles, ditto. ..	0	12	0
Ditto, ditto. ..	1	11	0
Mr. Ben. Leat, ditto	18	0	0
Mr. Jos. Channon, ditto ..	2	2	0
Mr. —— Stocker, ditto. ..	0	6	8
Mrs. —— Ripp, ditto.. ..	13	15	0
Mr. Charles Webb, 1 year ..	3	0	0
Mrs. —— Brooks, ditto ..	1	0	0
Rev. Mr. Coleridge, ditto ..	0	15	0
Mr. Henry Hake, ½ year ..	3	10	0
	679	11	2

DISCHARGE:

By arrears of rent due from several tenants at Michaelmas 1816:—

	£.	s.	d.
Mr. Thomas Gibbins, jun. half year	13	10	0
John Hake, half year	18	0	0
Henry Tucker, ditto	50	0	0
Robert Dare, ¼ year	77	0	0
—— Gould, ditto..	80	18	0
Mary Channon, half year ..	9	10	0
Mr. —— Davy, ditto	7	0	0
Richard Teed, ditto	7	0	0
George Shorland, 1½ year...	24	0	0
Sarah Coles, 2 years	4	6	0
Ben. Leat, ditto	45	0	0
Joseph Channon, ditto.. ..	2	2	0
—— Stocker, half year.. ..	0	3	4
Mrs. Ripp, 1 year..	13	15	0
Cearles Webb, 2½ years ..	7	10	0
Mrs. Brooke, half year:. ..	0	10	0
Rev. Mr. Coleridge, ditto ..	0	7	6
Henry Hake, ditto.	3	10	0
Due to receiver on last acct..	61	8	6
Paid 27 persons by name at 2*l.*	54	0	0
21 ditto at 1*l.*	21	0	0
John Perryman	3	0	0
Poor rates	6	9	11¼
Bill for lime	1	1	0
Mr. Long, bill.	5	8	0½
Amos Farrant, bill	1	7	1
Insurance	3	7	0
John Digby, bill	10	5	9
George Shorland, ditto.. ..	4	12	2
Mr. Glanvill, on account ..	60	14	4
Richard Salter, bill	1	18	0
James Sheppard	1	5	7
Elizabeth Sanders.	9	0	0
Hy. Tucker's disbursements.	8	6	0
Property tax..	26	16	0
Collecting rents	0	11	0
Writing accounts	0	11	0
Potation	1	0	0
Writing Raxhays account ..	0	3	4
Stamps	0	2	2
Elizabeth Bastin	3	15	6½
Mr. Welsman's bill	34	18	3½
Discharge	685	2	0¾
Charge	679	11	2
Due to receiver	6	10	10¾

29th November 1816. This account was examined and allowed by us,

Thos. Gibbins, John Wreford, Feoffees.

John Dening, J. Wreford, W. Warren, T. Glanvill, Abrm. Salter, Inhabitants.

ROGER SALTER'S ACCOUNT as receiver of the Rents and Profits of the Feoffee Lands and the Estate called Raxhays, in the Parish of Ottery St. Mary, ending Michaelmas 1817.

CHARGE:

	£.	s.	d.
By arrears of rent due from the tenants	364	1	10
Mr. Thomas Gibbins, jun. 1 year	27	0	0
Mr. Thomas Glanvill, ditto..	1	0	0
Rev. Mr. Marker, ditto. ..	1	0	0
Mr. John Hake, ditto	36	0	0
Mr. Henry Tucker, ditto ..	100	0	0
Mr. Robert Dare, ditto.. ..	22	0	0
Mr. —— Gould, half year..	13	10	0
Mr. George Shorland, ditto..	8	0	0
Mr. Richard Salter, ditto ..	2	2	0
Mr. Henry Ware, ditto. ..	1	10	0
Mrs. Mary Channon, ditto...	3	0	0
Mr. —— Davey, ditto.. ..	14	0	0
Mrs. Mary Channon, ditto ...	19	0	0
Mr. Richard Teed, ditto ..	14	0	0
Mr. George Shorland, ditto..	16	0	0

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Roger Salter's Account, &c.—*continued.*

Charge—*continued.*	£.	s.	d.
Mrs. Sarah Coles, half year..	0	12	0
Ditto ditto ..	1	11	0
Mr. Ben. Leat, ditto ..	9	0	0
Mr. John Williams, ditto ..	8	0	0
Mr. Jos. Channon, ditto ..	2	2	0
Mr. —— Stocker, ditto ..	6	8	0
Mrs. —— Ripp, ditto ..	13	15	0
Mr. Charles Webb, ditto ..	3	0	0
Mrs. —— Brooks, ditto ..	1	0	0
Rev. Mr. Coleridge, ditto ..	0	15	0
Hr. Henry Hake, ditto ..	7	0	0
	689	5	6

DISCHARGE.

By arrears of rent due from the tenants:	£.	s.	d.
Mr. Thomas Gibbins, jun. half year..	13	10	0
Thomas Glanvill	0	0	0
Rev. Mr. Marker, 1 year ..	1	0	0
John Hake, ½ year	0	18	0
Henry Tucker	50	0	0
Robert Dare..	0	0	0
George Shorland..	8	0	0
Richard Salter, 1 year	2	2	0
Mary Channon, ½ year. ..	9	10	0
Mr. —— Davy, ditto.. ..	7	0	0
Mr. Richard Teed, ditto ..	7	0	0
George Shorland, ditto.. ..	8	0	0
Mrs. Sarah Coles, 1 year ..	2	3	0
Mr. Ben. Leat	42	0	0
John Williams, ½ year ..	8	0	0
Jos. Channon, 1 year	2	2	0
—— Stocker	0	3	4
Charles Webb	10	10	0
Mrs. —— Brooks..	1	10	0
Rev. Mr. Coleridge	0	0	0
Mr. Henry Hake...	3	10	0
	194	0	4
Due to the receiver on the last account	6	10	10¾
78 persons by name, at 2*l*...	156	0	0
63 ditto, 1*l*...	63	0	0
5 ditto, 1*l*. 10*s*.	7	10	0
Audit and postage of letters..	0	10	6
Joseph Taylor, bill for reed..	2	10	0
George Shorland's bill ..	7	14	5
Poor rates	12	9	6½
Mr. Gibbin's bill	1	1	0
John Ford's bill	1	4	0
Amos Farrant, bill	3	19	0
John Row's bill	1	9	6½
Robert Row's bill	4	10	6
Mr. Blackmore's bill	0	7	7
Paid 42 persons, at 1*l*. . ..	42	0	0
56 do. 2*l*. . ..112	0	0	
Henry Flea	1	5	0
James Sheppard's bill.. ..	4	17	0
Wm. Cole's bill	1	2	2
John Row's ditto...	2	5	9
Wm. Pultridge, bill	1	4	0
Amos Farrant, ditto.	2	14	0
Mr. Cleeve, ditto..	8	7	6
William Ware, ditto	1	0	9
William Lee's, ditto	2	2	0
John Skinner ditto	0	2	1
Poor rates	10	3	8¼
Ditto	8	15	0
Land tax, one year	29	11	6
Insurance	3	7	0
Robert Davy bill	0	6	7
Disbursements for Raxhay's	12	6	6
Amos Farrant, bill	3	3	7
Mr. Norrington, ditto.. ..	4	7	0½
Mr. Ford, bill	0	17	6
Mr. Row, ditto	1	10	6
George Shorland, ditto ..	5	19	10
Simeon Welsman, ditto ..	5	4	3
John Digby, ditto	6	17	11
William Channon, ditto ..	3	6	0
Mr. Seaward, ditto	6	15	5½
Henry Hake, ditto	4	1	10
Poor rates	15	3	6
William Tucker, bill	2	10	0
Elizabeth Sanders	10	0	0
Property tax..	11	17	8
Collecting rents	0	11	0
Writing account..	0	11	0
Potation	1	0	0
Writing Raxhay's accounts	0	3	4
Stamps	0	1	7½
Nicholas Harris	0	10	0
Mr. Glanvill, bill..	34	9	1
Half hundred reed	1	5	0
Discharge	672	3	2½
Charge	689	5	6
Due to the parish. ..	17	2	3½

9th April 1818. This account was examined and allowed by us,

John Wreford, *John Dening*,
Thos. Gibbins, *Geo. Beavis*,
Geo. Smith, *Abr. Salter*,
Richard Houlditch, *Jno. Wreford.*
L. Elliott,

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THE ACCOUNT of THOMAS GIBBINS, Jun. the Receiver of the Rents and Profits arising from the Lands of John Rawleigh, Sherman Fitchett, and Newman, as also from the Lands of John Lawrence, in the Parish of Ottery St. Mary, had and taken before the Feoffees and other Parishioners, the 21st day of January 1819.

Treasurer's Receipts to Lady-day 1818:

	£.	s.	d.
To arrears of rent returned in last account	151	8	4
To ½ year's rent of Mr. Henry Tucker for Raxhay's 40*l.*, and ground at Goveton 10*l.*	50	0	0
To ½ year's rent of himself	13	10	0
Ditto of Mr. T. Glanvill	0	10	0
Ditto Mr. R. Marker	0	10	0
Ditto John Hake ..	18	0	0
Ditto Thomas Davis..	7	0	0
Ditto Richard Teed .	7	0	0
Ditto Geo. Shorland .	16	0	0
Ditto John Williams .	8	0	0
Ditto Henry Hake ..	3	10	0
To ½ year's rent of H. Ware	0	15	0
Ditto Richard Salter..	1	1	0
Ditto Thos. Channon .	1	1	0
Ditto Thos. Stocker..	0	3	4
Ditto Mrs. Mary Channon ..	11	0	0
Ditto Miss —— Ripp.	6	17	6
Ditto Mrs. —— Brook	0	10	0
Ditto Mr. Rd. Coles..	0	15	6
Ditto Charles Webb..	1	10	0
Balance of last account from Mr. Salter	17	2	3½
	316	3	11½

Arrear of Rent to Lady-day 1818:

	£.	s.	d.
Mr. Ben. Leat, as returned in the last account ..	42	0	0
Mr. Wm. Coles, ditto	0	12	0
Mr. Robert Dare, ½ year to Lady-day..	11	0	0
Reverend G. Coleridge, ditto..	0	7	6
Mr. Wm. Coles, ditto	0	6	0
	54	5	6

Treasurer's Payments to Christmas 1818:

	£.	s.	d.
1818, April 28. By cash per order	2	0	0
1818, Sarah & Susan Channon ditto	2	0	0
May 1.—Robert Pike, ditto	1	0	0
Elizabeth Ebson, ditto ..	1	0	0
Joseph Selway, ditto	1	10	0
2 Persons	6	0	0
2 ditto	4	0	0
2 ditto	2	0	0
Spurway, for account book..	0	7	0
Quire paper	0	1	4
Amos Farrant, bill	0	12	0
Mr. Davy, bill	4	5	0
Mr. Blackmore, ditto	6	8	9
John Digby, ditto...	4	16	5
Rd. Salter, ditto	0	12	6
Mr. Gibbins, ditto..	0	18	8
Thomas Baker	1	10	0
7 persons at 2*l.*	14	0	0
3 ditto 1*l.* 10*s.*	4	10	0
16 ditto 1*l.*	16	0	0
Aug. 14.—1 years land-tax..	29	16	6¼
Charles Webb	3	0	0
Poor's Rates	8	15	0
Jos. Wilkins	0	10	0
5 Persons by name at 2*l.* ..	10	0	0
22 ditto at 1*l.* ..	22	0	0
2 ditto at 3*l.* ..	6	0	0
4 ditto at 1*l.* 10*s.*	6	0	0
5 ditto at 10*s.*..	2	10	0
5 ditto at 15*s.*..	3	15	0
Insurance	0	16	0
Ditto	2	11	0
Poor's rate	7	0	0
Henry Tucker for poor rates	13	11	6
Disbursements for repairs ..	1	11	10
Mr. Jos. Bell receiver, two years fee farm rent and acquittance for the use of the heirs, W. Morehead, esq. for Raxhays, due Michaelmas 1818.	0	5	4
Ditto, expense of Mr. Bell's letter	0	3	4

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The Account of Thomas Gibbins, jun. &c.—*continued.*

Treasurer's Payments to Christmas 1818—*continued.*

	£.	s.	d.
Postage of letter from London	0	1	1
Mr. Shorland's bill	1	8	7
Mr. Sheppard's bill	8	12	8
Mr. Gibbins for lime, and drawing materials for the feoffee house at Metcombe	0	10	6
Receiving rent, and keeping account	3	5	0
Payment	185	14	0¼
Receipts	316	3	11¼
Due to Trust ..	130	9	11¼

Thomas Gibbins, jun.

Jan. 21, 1819.—This account was examined and allowed by us,

L. G. Elliott, *Thos. Gibbins*, *John Dening*, *George Beavis*, *Abra. Salter*, *John Wreford*, *Wm. Warren*, *Richard Houlditch*, *James Burrow*, } Parishioners.

SOMERSETSHIRE TRUST.

5th October 1819.

Mr. ROGER SALTER.

CAN you state the particulars of the property held under the Somersetshire Trust by the feoffees of Ottery charities ?

[Witness produced rental.]

Do you know these lands ?—I do.

By the old deeds they appear to consist of 86¾ acres, but by a late admeasurement they appear to contain only about 73 acres ; can you account for this ?—The lands are the same ever since I have known them ; there has been none lost to my knowledge. It may be accounted for perhaps, by the difference between customary and statute acres.

[In a lease of the land called Rapps, in 1794, the quantity of the lands is described to be 48 acres by estimation, and in the lease to Westlake, in 1817, it is stated to have been "formerly described as 48 acres, but from present appearances supposed to be much deficient in that quantity."]

Elias Paul appears to have held the land which he rents, at the same rent since 1795, why was not his rent increased ?—I believe Paul had a term upon it ; when that term was up an auction was held for the land, and it was let to another tenant, but he afterwards refused to abide by his agreement, and it was let again to the old tenant at the old rent. Mr. Glanvill can state the particulars of this transaction.

Have you ever received the chief rent of 4s. 2d. mentioned in the old deed as belonging to the charity, and issuing out of lands, called Gunham's ?—I never have, nor was I aware that any such rent belonged to the charity.

[A high rent of 4s. appears by the accounts to have been paid up to the year 1769. In a lease granted to William Cuff in 1794 for 21 years, this chief rent is included. And also in the present lease to William Westlake, granted in 1817.]

Do you conceive that all these lands are now let at fair rents ?—I do.

Is not the land which Elias Paul rents, and which he has had at the same rent of £36. since 1795, worth more now ?—I do not think it is worth more.

Is there any timber on these lands ?—There is a good deal of growing timber there.

In 1812 it appears that £382. 14s. were received for timber ; is that the only timber which has been cut since your recollection ?—It is all, except what was cut for repairs.

How was this £382. 14s. expended ?—In paying for the enfranchising the Ottery lands £175 ; for measuring and mapping the estates of this and the Ottery trust £51. 7s. 6d ; the expenses on the sale of the timber amounted to £32. 9s. ; and besides that, about the

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sum of £120. was laid out by the feoffees in building the school at Ottery; the money was carried into the general account, and the above sums were paid out of it in that year.

Did you build an entire new school?—We did, at a very great expense; I believe nearly £403. from the two trusts.

There appears to be at different times charges for land-tax, and for poor rates and deficiencies, out of this fund; what were these payments for?—For the land tax and poor rates of the Ottery lands; they were made out of the Somersetshire trust, as the funds of the two trusts are applied to the same purposes.

What sums were paid during your receivership towards the poor's rate out of this fund? In 1804, £80; in 1086, £40.; and in 1087, £40.; no other payments have been made for this purpose since I have been receiver.

How has the residue of these rents been applied since you have been receiver?—In the same way as those of the Ottery trust, by orders from the trustees.

Mr. THOMAS GLANVILL.

ARE you acquainted with the lands belonging to the Somersetshire Trust?—I have known them many years.

Can you account for the difference between the number of acres mentioned in the old deed, and the number found on admeasurement to be now the actual quantity?—From this difference I have had doubts whether there might not have been a loss of some of the land; but I have made inquiries without being able to ascertain it.

What do you know about the chief rent of 4s. 2d. payable out of Gunham's?—This has been always, since my recollection of it, demised with the lands called Rapps; the lands which I understood to be called Gunham's are adjoining those grounds, and were purchased of Mr. Speke by William Cuff, the father of the late tenant, and the trustees under the will of the late Thomas Cuff are now in possession of Gunham's.

How was the letting to Wm. Westlake?—Westlake married Alice Cuff, the widow of the last tenant, whose husband had held a lease of 21 years from 1794; when this term expired the widow refused to deliver up possession, alleging that she had agreed with Mr. Salter for a new term. We brought an ejectment, and recovered a verdict, and she brought a writ of error. Westlake then married her, and it was agreed that he should have a lease at £60. a year, the advanced rent commencing from the expiration of the former term, on his paying the taxed costs of the suit. Before the expiration of the term of 21 years, an auction had been held for letting it, and a larger sum than £60. (but I do not recollect how much) was offered for it, but the taker would not abide by his agreement.

Is this £60. a clear rent?—It is; the tenant pays all rates and taxes, and he was bound by his lease to put the premises in repair, and keep them repaired during the term, having rough timber, the buildings were at that time out of repair.

Do the other tenants of these lands repair also, and pay all rates and taxes?—They do.

Can you account for the circumstance of the rent of the land held by Elias Paul having continued the same for so many years?—Elias Paul had a term of 21 years also on these lands, which expired nearly at the same time as the lease to Cuff. An auction was held for letting these lands, and Paul, the old tenant, gave up the possession, but the new taker would not enter upon the land, and it remained vacant for some time; and the land was trespassed upon, and we allowed the old tenant to have it again at the old rent, provided he would pay rent from the expiration of his former term.

The lands taken by Elias Paul in 1795 appear by the books to have been previously let by auction at £14. 5s.; can you state what sum was bid at this auction for these lands?—I cannot state from my recollection what was bid, nor can I find any paper or memorandum of it.

How was the land let which William Cake now holds?—It was let by public auction, and the rent is certainly a great rent. It was let by auction in 1811 to John Chorley for £27., but on his application that rent was reduced in 1815 to £18.

There is a bill of £83. 11s. 2d. charged in the account of 1817 as paid to you; what was that bill for?—It was principally for the extra costs of the ejectment brought against the widow Cuff.

How are the accounts relating to this trust audited?—They are audited together with the accounts of the Ottery trust.

Are the sums given to the poor from this trust confined to such as are most aged and impotent, poor people of the parish?—The money is given away to the poor generally, the same as the rent of the Ottery trust, the funds being blended together.

Can you account for the circumstance of the rents of this property having rather declined from 1679 to 1771?—I am unable to account for it.

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IS not some arrear due from John Chorley for rent of Bond's grounds?—He owes £26, which he promised to pay at the present Michaelmas.

Have you purveyed the timber on the Somersetshire lands?—I have; there is not much fit to be cut. I have had the saplings marked to prevent the tenants from cutting down any of them.

PARTICULAR of LANDS belonging to the Trustees of the SOMERSETSHIRE TRUST.

LANDS.	TENANTS.	PARISH.	Quantity. A. R. P.	RENT reserved. £. s. d.	TERM.	Date of LEASE.	OBSERVATIONS.
House and land called Rapps	William Westlake	Ilton	40 3 27	60 0 0	7 years from Michaelmas, 1817.	20 Oct. 1817.	.. ..
And a chief rent of 4s. 2d. out of certain lands called Gunham's	.. .. ..	.. ..	.. ..	.. ..	.. .. ..	.. ..	This rent charge of 4s 2d is included in the lease and in the rent of £60. Gunham's now belongs to the Trustees of the will of the late Thomas Cuff.
House and land, called Windmill Hill	Elias Paul	Ashill	13 2 15	36 0 0	yearly tenant.	.. ..	.. ..
Two closes, called Mullins and Mullins Mead	Same	Abbott's Isle ..	8 0 1				
Two closes, called Bond's grounds. ..	William Clake ..	Abbott's Isle ..	10 2 5	23 0 0	14 years from Lady-day 1819.	Lease not signed.	.. ..
			73 0 8	19 0 0			

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RECEIVER'S ACCOUNTS:

Dr. Michaelmas 1679:	£.	s.	d.
Received of Holman	36	0	0
.. .. Crabs	7	0	0
.. .. Pitman	5	5	0
.. .. Cuffe	14	0	0
.. .. Mr. Speke ..	0	4	0
	62	9	0
Also, due from John Geatford, as by his obligation	10	0	0
	72	9	0

Cr. 1679:	£.	s.	d.
Paid the wardens & overseers towards the relief of the poor of Ottery St. Mary, the last year 18*l.*, and the now wardens and overseers 24*l.*; in all	42	0	0
Arrear due from J. Geatford	5	0	0
Paid for Joseph Treill's horse	3	0	0
Paid for cloth for the poor ..	2	13	0½
Paid Greenway's and Martin's bills	4	4	3½
Paid for making the clothes	1	0	5
Paid Combe's & Sweet's bills	10	10	6
Paid for making linen for the poor	0	7	7
Paid Carter & wife in sickness	0	5	0
Paid tenants expenses.. ..	0	10	0
Paid writing and expenses of passing the accounts	0	13	4
	70	4	0
Balance	2	4	10
	72	9	0

ROGER SALTER'S ACCOUNTS:

Michaelmas 1804:	£.	s.	d.
To arrears on last account ..	21	10	0
Cash in receiver's hands ..	0	14	10½
Mr. Elias Paul, 1 years rent..	36	0	0
Mr. Thomas Cuff...	44	0	0
Mr. Robert Pope..	7	0	0
	109	4	10½
Michaelmas 1805:			
Balance of last account.. ..	0	18	5
Arrears	21	10	0
One years rent as above, ..	87	0	0
	109	8	5

Michaelmas 1804:	£.	s.	d.
By arrears	21	10	0
Cash to Seaward for the use of the poor	80	0	0
Allowed property-tax	3	15	0
John Seaward	2	2	0
Collecting rents 9s. 6d.; potation 5s.	0	14	6
Writing account 3s. 4d.; stamps 1s. 7½d.	0	4	11½
Balance..	0	18	5
	109	4	10½
Michaelmas 1805:			
By arrears	21	10	0
By 48 orders to poor persons	78	15	0
Allowed property tax	3	15	0
Collecting, &c. as above ..	0	19	5½
In hand balance	4	8	11½
	109	8	5

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Receiver's Accounts, &c.—*continued.*

Dr. Michaelmas 1806:	£.	s.	d.
Balance of last account	4	8	11½
Arrears	21	10	0
One years rent as before	87	0	0
	112	18	11½
Balance due to receiver	1	3	2½
	114	2	2
Michaelmas 1807:			
Arrears	28	10	0
One years rent as before	87	0	0
	115	10	0
Michaelmas 1816:			
Arrears	27	0	0
Mrs. Cuff. one years rent	60	0	0
Mr. Paul	36	0	0
Mr. J. Chorley	18	0	0
	141	0	0
Balance due to receiver	0	18	3½
	141	18	3½
Michaelmas 1817:			
Arrears	87	0	0
Wm. Westlake, one years rent	60	0	0
Elias Paul, ditto	36	0	0
John Chorley	18	0	0
	201	0	0
Balance due to receiver	30	10	6½
	231	10	6½

Cr. Michaelmas 1806:	£.	s.	d.
By arrears	28	10	0
Paid Seaward for the use of the poor	40	0	0
Paid for poor rates	15	0	0
Paid 21 orders for poor persons	29	13	0
Collecting rents, &c. as above	0	19	3
	114	2	2
Michaelmas 1807:			
By arrears	21	10	0
By Seaward for the use of the poor	40	0	0
Balance on last	1	3	2
Allowed 2 years property tax	13	6	0
Paid 9 orders to poor persons	15	2	0
Collecting, &c. as above, stamps 7½d.	0	18	5½
Balance in hand	2	0	4
	94	0	0
Error in this account, by being wrongly cast up	21	10	0
	115	10	0
Michaelmas 1816:			
By arrears	87	0	0
Balance due to receiver	7	15	2½
Paid half-year's land-tax	14	15	9
Allowed property tax	5	8	0
2 day's at Ashill, letting estate	1	10	0
Paid 14 orders to poor persons	24	10	0
Collecting rents, &c.	0	17	10
Stamps	0	1	6½
	141	18	3½
Michaelmas 1817:			
Arrears	45	0	0
Balance of last account	0	18	3¾
Allowed Paul, for building linhay	15	10	6
Paid Mr. Glanvill balance of his bill	83	11	2
Collecting, &c. as before, and postage 1s. 8d.	1	0	6½
Paid 59 orders to poor persons	85	10	0
	231	10	6½

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THOMAS GIBBINS, Jun. ACCOUNT.

Dr.	£.	s.	d.	*Cr.*	£.	s.	d.
Lady-day 1818:				Lady-day 1818:			
Arrears	45	0	0	Paid balance to late receiver	30	10	6
				Paid postages and stamps ..	0	8	3
Wm. Westlake, half year ..	30	0	0	Paid Bastyon, for journey to view repairs, and mark saplings..	1	0	0
Elias Paul, ditto	18	0	0	Receiving rents and keeping accounts..	1	10	0
Of John Chorley, in part ..	1	0	0	Paid 5 poor persons for order	5	0	0
					38	8	9
				Balance due from the receiver..	55	11	3
	94	0	0		94	0	0

Church Corporation Trust.

6th October 1819.

Mr. THOMAS GLANVILL, of Ottery Saint Mary, Gent.

WHAT office do you hold under this trust?—I am clerk to the corporation.

By whom was that corporation founded?—By letters patent of King Henry the Eighth.

Have you the original charter?—I have not; there are letters patent of Queen Elizabeth, being an inspeximus of the charter.

[Witness produced an old translation of the letters patent of Queen Elizabeth, which he states has been used and received as a translation of the original inspeximus.]

Have you not some other document affecting the constitution of this corporation?

[Witness produced certain articles, dated 20th October, 5 Edward VI, and a decree of the court of Exchequer.]

What does the corporation now consist of?—Four governors and eight assistants. The present governors are, Mr. Roger Salter, Mr. William Warren, Mr. John Dening, Mr. Abraham Salter.—The assistants are, Richard Salter, George Beavis, John Wreford, jun. Thomas Gibbins; there are four vacancies in the assistants, one being lately dead, two being lately elected governors, and one removed out of the parish.

What is the mode of electing governors and assistants?—The surviving governors elect a governor, on a vacancy, out of the assistants, and the governors and assistants elect assistants, on vacancies, out of the respectable inhabitants of Ottery St. Mary.

What property have the corporation?—The vicar's house, garden, and premises in Ottery St. Mary, and another house, garden and premises occupied by the school-master; a part of the premises occupied by the master is reputed and considered to have been used for the chaplin-priest, and the governors consider that they have a right to that part for such purpose. The master occupies as well what is reputed to have been originally the school-house, as also what was the secondaries and choiristers houses. The whole of the buildings occupied by the master are modern (except the school-room,) the same having been rebuilt.

Have you any reason to think that there is any part of the property which was granted by the charter which does not now belong to the corporation?—I have no reason to suppose that any property is lost; but there are other houses and land, in the possession of other persons, which I imagine originally belonged to the college, though not granted by the charter.

Is any rent paid to the governors for these houses which belong to them?—None.

What property then do the corporation possess which produces an income?—The tithes and the pews in the chancel.

Mr. JOHN DENING, of Ottery St. Mary, Gentleman.

HOW long have you been governor?—I have been governor about three years; I was elected an assistant in the year 1785 and governor in 1816; I have also been treasurer since 1816.

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How long have you been acquainted with the manner of collecting the tithes belonging to the corporation?—I first took the tithes by auction, at the rent of £80. a year, in the year 1791, for a term of three years.

[Witness produced memorandum of agreement between Richard Dening, Robert Warren, John Saunders and Thomas Gibbins, governors, &c. of the one part, and John Dening junior, of the other part, by which the said governors demised to the said John Dening all the small tithes of the said parish of Ottery during the term of three years, to commence from Michaelmas 1789, at the rent of £80. payable half yearly. N. B.—"The said John Dening is to collect the said tithes by the modus hereunto annexed and no other." Signed by John Saunders, Robert Warren and Thomas Gibbins only.]

Do you know why this paper was not signed by Richard Dening?—I do not.

What relation was he to you?—He was my cousin.

Where was the auction held?—At the London tavern, in Ottery, after notice given in the church.

Were there many bidders?—There was no bidder except myself.

Did you hold the tithes for the term?—I did; and at the end of it agreed again for three years more, by private contract, at the same rent.

With whom did you make your second agreement?—With the same four governors as were parties to the first agreement.

Who was the treasurer at that time?—Mr. Richard Dening was treasurer.

Were you employed in collecting these tithes before you took them as lessee?—I was employed with Mr. Dare in collecting the arrears of those tithes which had not been paid to Mr. Warren during his collectorship.

[*Note.* Messrs. Dening and Dare appear to have paid for small tithes, from 1788 to 1789, £90. 8s. 8d.]

Had you held these tithes as before, jointly with Mr. Dare, before you took them yourself?—I do not recollect that I had.

Were you paid for collecting the arrears?—I was paid a poundage, but I do not recollect what.

After the second term of three years had elapsed, did you take the tithes again?—I cannot say whether I took them again or collected them for the governors.

[*Note.* It appears by the accounts of Mr. Richard Dening, the receiving governor, that the payments for the rent of the tithe were £80. a year to 1797; that in that year there are entries of one year's small tithes of £95. 8s. 4½d. and there is charged a payment of poundage for collecting £5. 8s.; and in 1798, there are arrears for tithes due 1797, £2. 13s. 4d.; tithes due Michaelmas 1798, £92. 17s. 6½d.; poundage paid for collecting, £5. 11s. 6d. In 1799, the sum received for small tithes was £100. 19s. and poundage paid for collecting £5. 17s. The next entry is, cash received of Mr. John Dening, for five years, rent of small tithes, oblations, &c. at £90. a year clear, due Michaelmas 1804, £450. The last mentioned entry is in accounts, which appear to have been audited in 1807. The next entry is, received of Mr. Dening, for six years rent of small tithes, oblations, &c. at £90. a year clear, due Michaelmas 1810, £540. Then for two years ditto, to Michaelmas 1812, £180.; these are entered in the accounts audited in 1813. The next entry is for four years rent, due Michaelmas 1816, £360.; and again, for two years ending Michaelmas 1818, £180. The two last mentioned entries are in the accounts of John Dening, as executor of Richard Dening the governor and receiver; and also in his own account from the death of Richard Dening, who died 23d February 1816. The accounts do not appear to have been audited since 1813. It further appears from the accounts, that in 1691 they were let for £75.; in 1698, they produced by collection, £86. 3s 6d.; in 1721, they were let for £96. 3s. 4½d.; in 1740, for £75.; in 1750, and four subsequent years, for £78.; and 1778, they were let to Messrs. Whicker and Pocock, for £105. a year.]

Have you then continued to hold the tithes until Michaelmas 1818?—I have; and since that time the tithes have not been collected, nor have the governors yet determined whether to let the tithes again, or to have them collected; the time for collection is not yet arrived, they are usually collected after Christmas.

When did you give notice to the governors that you should not collect them, or continue tenant any longer?—I told them that I should not collect them after Michaelmas 1817; but they desired me to collect them for one year longer, till Michaelmas 1818, and I promised them I would.

What has passed since that time between you and the governors?—Nothing has passed on the subject; we have had no meeting about it.

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Have not the governors had any meeting lately?—They have met for the election of governors, but nothing was said about the tithes.

Did you reside with Mr. Richard Dening at the time when you first took the tithes?—I did.

Did you keep the accounts for him?—I generally used to keep the accounts, from which the clerk entered the statement of them in the books.

Did you keep any account of the sums you collected for tithes during the time you rented the tithes?—I did not.

Can you tell what sum you collected for the tithes yearly?—I cannot.

If you kept no account, how did you know whether persons had paid or not?—I reckoned it up with them; I kept some account, but I have not got it here.

Did the amount of your collections for tithes come to £100. a year?—I think it did not.

In what mode did you collect these tithes?—I collected them by a modus, which was annexed to my original agreement.

[Witness produced the paper which was so annexed. See copy marked A.]

Is this the modus that you have constantly collected by?—It is; I have not varied from it.

What is the reason that the accounts have been audited twice only since 1799?—It arose from Mr. Richard Dening having been in a bad state of health, and from myself having been also in a bad state of health during the latter part of this time.

Besides the tithe collections, did you also collect the rent of some pews in the chancel?—I did.

What was the amount of this rent?—I cannot state, except from the book; it has varied from time to time.

[*Note.* In 1804, this rent appears to have been £16. 1s.; and at the present time, £36. 9s.

When were these pews made?—I cannot state exactly; they were made within my recollection.

[*Note.* It appears by the books that the erection of these pews was begun about 1796.]

Did you collect these rents, and receive a poundage for it?—I did; I receive 1s. in the pound as poundage.

What was the £10. 10s. rent for a pew paid by Mr. Sutton?—It was the rent of a large pew which was fitted up for him; he keeps a ladies school; and he having complained of the rent, it was reduced to £8. 8s. which he now pays.

Are the other pews let to the inhabitants of the place?—They are at various rents, from £2. 2s. to £1. 1s. each.

Mr. THOMAS GLANVILL.

CAN you explain why no accounts appear to have been entered in the books from 1799 to 1804, when the accounts for that period appear to have been entered up at one time for that interval, and which accounts appear to have been audited in 1807?—There was a suit in Chancery commenced against the governors by the attorney-general, at the relation of Rev. Mr. Smith, Rev. George Coleridge, Mr. Kestel and others, and during that time the payments were suspended.

How far did that suit proceed?—As far as the bill and answer only, when it was given up by the relators.

Were you solicitor for the governors in that suit?—I was.

Have you the papers in that cause with you?—I have not.

Do you know why the accounts were not audited from 1807 till 1813?—I do not.

Did the relators in that suit pay the defendants costs on the dismissal of the bill?—They did not; the governors paid their own costs.

From what fund were these costs paid?—From the funds of Axe's charity, of which the governors are trustees; my costs were £68. 16s. 6d.

Did the bill charge any thing respecting Axe's charity?—It did; and there being a deficiency of funds of this trust, the funds of Axe's charity were resorted to for these costs.

When did you enter these accounts in the books, which appear since 1813?—They have been entered from time to time; part of them were entered more than a year ago, and some part within the last fortnight.

Mr. JOHN DENING

PLEASE to say how the income of this property is applied?—The vicar, Rev. George Smith, receives £20. a year; the chaplain-priest, Rev. George Coleridge, £21. a year; the

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schoolmaster, Rev. John Warren, £10. a year; and Mr. Glanvill, the clerk to the corporation, £3. a year; besides which, the repairs of the chancel and of the vicar's house, and the school-house, are done out of this fund, and also the repairs of a part of the church, called Our Lady's Chapel, which adjoins the chancel at the east end, and half the repairs of a room adjoining the chancel, now used as an engine-house; the parish pay the other half by agreement. We also pay the insurance of the vicarage and school house. The Bishop of Exeter also receives 6s. 8d. a year for procurations. There are also charges for some expenses of the governors at their meetings.

[See the summary of expenditure for 5 years, marked B.]

Is there now one chaplin-priest only?—There is but one.

There are entries in the book of several payments of money by instalments of £10. to Rev. Mr. Warren, what were those payments for?—Mr. Warren repaired his house and rebuilt a part of it, which he took down, and it was agreed that he should lay out £100. which the governors were to repay by yearly instalments, and these instalments were to include the expense of repairs of the school house for 10 years.

Did he lay out £100 in these repairs?—He laid out more than that sum, I believe, but the excess was out of his own pocket.

Are the vicarage and school house in repair now?—They are in pretty good repair.

How is the other part of the church repaired?—By the churchwardens by church rates.

In Mr. Richard Dening's accounts there is a charge for a payment of £65. to him, for interest on £325. from Michaelmas 1800 to Michaelmas 1805, at four per cent. what was that advance for?—It was the balance of Mr. Dening's former account, which was due to him, and for which interest was paid.

There is also in the accounts audited in 1813 a charge of 72*l.* 4*s.* 4*d.* as interest, from Michaelmas 1805 to Michaelmas 1812, at four per cent. upon 258*l.* 3*s.* 10*d.* what was that interest for?—It was for the balance of the preceding account.

[*Note.* There appears to have been due to Mr. Richard Dening a balance of £366. 17*s.* 6d. on the last audited accounts.]

Has this balance been paid to Mr. Dening's executor?—It has not been paid. I am his executor. I cannot say what the present balance is, but it is to be carried forward in my account.

[*Note.* In 1794 there was a balance in favour of the treasurer of 162*l.* 2*s.* 6*d.*; in 1797, of 240*l.* 14*s.* 11*d.*; and in 1799, of 329*l.* 2*s.* 8½*d.* Interest at four per cent. has been allowed on those balances]

Mr. THOMAS GLANVILL.

BY whom is the vicar appointed?—By the crown.

Who appoints the chaplain-priest?—The four governors appoint him without the assistants.

By whom is the schoolmaster appointed?—By the governors also.

Has the vicar any voice in the election of the schoolmaster?—He never has interfered in such election that I know of.

What is the duty of the chaplain-priest?—I believe his duty is to read prayers in the church, and the vicar to preach; prayers are read three times a week, besides Sundays, the duty of which belongs also to the chaplain-priest.

What do you conceive to be the duty of the schoolmaster?—To keep a free grammar school, as appears by the charter.

What do you think may be the annual value of the school house and garden which the master holds?—I should think them worth 30*l.* a year; there is a good large garden.

Have you ever known free boys admitted at the school?—I have never known any free boys admitted there, except those who are educated under the Whimple charity.

Have you heard of applications for admission of boys of Ottery at the school, which have been refused?—I have heard of such from common report, but I have no knowledge of any such application and refusal.

Can you state what the present balance is that this trust owes to the treasurer?—I cannot state its amount exactly, but it is less than when the last accounts were audited; it has been decreasing since the rents of the pews have been coming in. The large balance, against the trust lately, have arisen from the extent of the repairs, a new roof having been laid in the chancel and the ladies chapel, and considerable sums having been laid out in the school house and the vicarage.

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Mr. JOHN DENING.

HAVE any rents of the pews been lost?—Some arrears of Edward Eveleigh and John Channon have been lost?—Channon died insolvent and owed one year only, but Eveleigh owed five or six years which are lost.

When you rented the tithe in Mr. Richard Dening's lifetime, did you pay him the rent?—I paid to him money on account at first, but latterly I managed his concerns for him, and for several years I used to pay the tradesmen's bills for him, on account of my rent.

Had Mr. Richard Dening any thing to do with the collection of the tythe?—He had not.

Are you a considerable landholder in the parish of Ottery?—I am.

Can you form any opinion as to what the value of the small tythes would be, if they were due in kind?—I cannot.

Did you collect of Mr. Richard Dening and of the other governors, whilst you were in the habit of receiving them?—I did.

Mr. GLANVILL.

HAVE the office of vicar, chaplain priest and schoolmaster ever been united in one person?—The Rev. John Coleridge held all those three offices, and so did the Rev. Edmund Smerdon; at present they are held by three different gentlemen.

What acts do the assistants of the corporation do?—They (together with the governors) elect the new assistants; and they attend the meetings of the governors for auditing the accounts.

October 8th 1819.

Rev. GEORGE SMITH, Vicar of Ottery.

WHERE you one of the relators in the information in chancery in the attorney-general v. Dening and others?—I was.

Why were those proceedings discontinued?—I apprehended that difficulties might have arisen to me in consequence of my holding two livings not within the distance required by law, and which was alleged in the defendants answer, and I feared that if I succeeded in setting aside the modus, as it is called, I might have been deprived of the benefit of such success; but that difficulty does not exist now. I had been, after I became vicar of Ottery, presented to another living, which was considered as beyond distance; this living I have since exchanged for one within distance.

Was it one of the objects of those proceedings to set aside the modus or customary payments?—It was.

Can you give any further information relating to this payment?—I have three different papers, by which I understand the modus to have been collected; one dated in 1731, another in 1751, another without a date, all of which differ from each other.

Do you know any thing of the mode of collecting the modus for turnips?—If the turnips are sold on the ground by the occupier, the payment of 2*s.* per acre is collected; if they are consumed by the cattle of the occupier of the land, no payment is made; I know this to be the practice.

Can you form any judgment as to the value of the small tithes of Ottery parish, if no modus existed?—I should conceive them to be worth upwards of 1,000*l.* a year to let.

Can you form any opinion as to the value of the tithe, according to the present mode of collecting?—I cannot say what has been received, as the mode of collecting has been to take the account of titheable matters from the different payers; if strictly collected, I think they might produce 200*l.* a year, according to the supposed modus.

Can you give any further information as to the payment for tithes?—I have been informed by Mr. Pocock, now living, who formerly rented the small tithes with John Whicher, at 105*l.* a year, between 1770 and 1780, that at that time there were only four acres of potatoes on an average, now there are as much as four hundred acres.

Do you know whether the papers of the modus produced by you, were used for the purposes of collecting the tithes?—I cannot speak to that.

When were the proceedings in chancery commenced?—About the year 1799 or 1800, I believe.

[*Note.* The answer appears to have been put in January 1801.]

Were your costs paid by the governors?—They were not.

Have you ever joined with the governors in the appointment of schoolmaster?—The Rev. George Coleridge was appointed schoolmaster immediately after I was presented to the vicarage; I claimed the right of being present at the election, but was refused by the governors; on the subsequent appointment of Mr. Warren, I did not interfere.

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Mr. THOMAS GLANVILL.

DO you know of any proceedings about the year 1780, respecting the supposed modus for tithes in the parish of Ottery?—I have heard that there was a suit in the Bishop's court of Exeter, in which it was decreed, that the tithes should be accounted for in kind, but that that decree was afterwards reversed by the court of Arches.

Do you know if the governors paid the costs of these proceedings?—I do not.

[It appears that in the accounts of Richard Dening, from 1788 to 1790, are the two following entries:—Cash to Mr. Dening, in part of a bill to Mr. Woolcombe, 20*l.*; cash paid Mr. Woolcombe, the remainder of his bill of costs, being 40*l.*, 20*l.*]

Reverend GEORGE COLERIDGE.

ARE you now chaplain-priest of Ottery church?—I am; but Mr. Smith the vicar does the duty, and takes the emoluments of the situation. This was an arrangement between myself and Mr. Smith, with the consent of the bishop.

Were you formerly master of the free school at Ottery—I was; I think I was appointed in 1795, and held the situation about 14 years.

Did you reside in the school-house and receive the 10*l.* a year under the charter, and the share of Mr. Axe's gift?—I did.

What description of school was it in your time?—I had a number of boarders, and the children of some persons living in the parish, who came as day scholars; all these were paid for.

Were there any free scholars?—There were none except those taken for the land at Whimple, under Salter's gift.

Had you ever any application for the admission of free scholars under the charter?—I never had.

Was the Rev. John Coleridge, your father, formerly master of the school?—He was.

Who succeeded him?—The Rev. John Warren, to whom succeeded the Rev. Fulwood Smerdon; I succeeded Mr. Smerdon.

Were you appointed by the governors?—I was.

Do you know whether your father ever had any free scholars, except under the Whimple charity?—I never heard that he had.

What did you conceive to be the duties of the schoolmaster?—I conceived it my duty to keep a classical school open for the accommodation of the town and neighbourhood, and I always did so; but I never understood that there was considered to be any obligation on the part of the master, to take free scholars of the town.

Do you know what was the state of the school in the late Mr. Warren's and Mr. Smerdon's time?—I was absent from the country during the greater part of that time, but I understood that the school was only formally kept up; there might be one or two scholars. When I came to the school, I found the premises in a ruinous state, and the school room was used for keeping rabbits and poultry.

Is there a field called the School Field?—There is such a field, which I occupied when I was schoolmaster. It consists of nearly three acres. It is now occupied by Mr. Warren.

What is the value of it?—I think it may be worth eight guineas a year.

Has the schoolmaster always had this field in addition to his other emolument?—He has; but I do not know how he became entitled to it.

When your father was schoolmaster, do you know what was the yearly payment for day scholars?—They paid 2*l.* a year.

Do you conceive yourself, as chaplain-priest, entitled to any part of the premises now occupied by the schoolmaster?—I do not; but I have heard that formerly the chaplain-priest had a part of those premises. I heard this from an old lady, a daughter of a former chaplain-priest.

Do you think that many applications would be made for admission of scholars, if the school was open as a free school?—I think there would.

How do you account for there not having been any free scholars for so many years past?—I apprehend that this must have arisen from the salary under the charter being so small, and that a charge having been commenced by some former master, has been continued to this time; but this is only conjecture.

October 9th, 1819.

Reverend JOHN WARREN, of Ottery, Clerk.

ARE you master of the free grammar school here?—I am; and have been so from the year 1811.

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Do you receive the £10. a year under the charter, and also a share of Axe's donation, and have you also the house and garden?—I do; and I have the house and garden.

Do you, in respect of these payments and advantages, receive any free boys into the school? I do not, under these gifts; I believe it has not been usual, and I do not consider that I am liable to take free boys. I follow the same practice in this respect, that my predecessors adopted.

Have any application been made to you for the admission of free boys?—Several such applications have been made within the last year, which I have refused; one from Reed, one from Welsman, and one from a Mr. Coles.

What then do you conceive are the duties to be done for the stipends you receive?—I don't know.

What boys have you in your school?—There are about 50 boarders; and three boys of the town of Ottery, viz. two on Salter's foundation, and one who pays for his tuition.

Have you refused similar applications for free boys into your school before the last year?—I have; one about the time I came to the school; and I think one since.

Have you, besides the house, a field called the School Field?—I have; it contains about three acres of grass land, which I have kept as a potatoe field; it is half a mile from the house.

Do you conceive this field belongs to you, under the governors, together with the house?—I do, but I do not know under what foundation.

What is the value of this field?—About 6*l.* a year. Besides the above, I receive 1*l.* a year from the Rev. George Coleridge, which I apprehend is the rent reserved for a small piece of the school land, on which the late Rev. John Coleridge built a house, under a lease from the governors, as I suppose.

Have you ever received into the school the sons of governors, free of expense?—I have not received them free as such.

What do you consider to be the value of your house and garden?—I can't say; the garden is a very good one; the premises are rated at 25*l.* a year, and are worth more than that sum.

Reverend GEORGE COLERIDGE.

What do you know respecting the rent of 1*l.* a year, which you pay Mr. Warren, the master of the free grammar school at Ottery?

[Witness produced copy of a lease, dated 21st March 1769, between Richard Marker, of the one part, and Rev. John Coleridge, of the other part, reciting, that the said Richard Marker, by copy of court roll of the manor of Ottery St. Mary, dated the day before the date of the said lease, was seised to him and his heirs for ever, on trust, for the sole use and benefit of the schoolmaster of the free grammar school, of Ottery St. Mary, for the time being, and his successors, for ever, of and in all that ruinous plot of ground lying on the west side of the Flexen, and on the south side of and next adjoining to the new shambles of the town of Ottery St. Mary aforesaid, and on which were lately, till consumed by fire, one or more messuage or messuages, tenement or tenements, with a courtlage thereunto belonging, late in the possession of one William Whicker, together with a garden plot on the west side thereof, always occupied by the said schoolmaster, and by him enjoyed as appurtenant to the school, and parcel of the manor of the tenure of Old Barton, under the yearly rent of 1s.; and reciting, that it would be prejudicial to the said school, that such ruinous plot, with the courtlage thereof, should so remain in such waste as to produce no income to the said school or schoolmaster; and that the said John Coleridge had proposed, at his own expense, to build on the said plot upon having a lease of the said premises, (except the garden, which was enjoyed with the school-house,) upon the terms thereinafter mentioned, which the said Richard Marker thought it most advantageous for the benefit of the trust estate to comply with; therefore the said Richard Marker, in consideration of the rent and covenants, granted and demised the said plot and premises (except the garden) unto the said John Coleridge, his executors, &c. for 99 years, without impeachment of waste, if William Coleridge, aged 11 years, James, 9 years, and Edward, 7 years, sons of the lessee, or either of them, should so long live, and after the determination of that term, for another term of 99 years thence ensuing, absolute, without impeachment of waste, under the yearly rent of 1s. to the lord of the manor, and of 20s. to the master of the free grammar school for the time being, by half yearly payments, at Lady-day and Michaelmas. No covenant to build or repair.]

Can you state under what circumstances this lease was granted?—I came here for the purpose of stating to the commissioners the following circumstances, which I reduced into

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writing; and the information contained in that writing, is taken from memorandums found among my father's papers, as well as from facts within my own knowledge.

"It appears that before the year 1768 one or more small tenements, next or adjoining the school house in Ottery, had been occupied on a long lease by one William Whicker, at a rent of 5*l.* 10*s.* per annum, and held in trust for the schoolmaster. That about the year 1768, the said tenement or tenements were entirely consumed by fire, and that the lessee (even if bound by lease to rebuild) was insolvent. That the vacant ground lying between the street and the school premises, rendered the said premises easily accessible from the street, and caused great annoyance to the schoolmaster. That the then schoolmaster (the Rev. John Coleridge) offered the trustee or trustees to build a good house on the spot, if they would grant him a 99 years lease, determinable on the death of three lives, (two of whom are still alive). He the said builder, or his assigns, agreeing to pay 20s. annually to the schoolmaster for the time being, during such his right in the house, as an equivalent for the spot of ground. That this offer was accepted by the trustees, and a house built accordingly, at an expense of about 450*l.* including 50*l.* which were given towards it from briefs and collections, made to reimburse the sufferers of Ottery in the great fire. That a few years after the building was erected, the grantee appears to have entertained some scruples about the right of the grantor or surviving trustee, to grant in the manner which he had done, for in a state of extreme sickness and anxiety about the future fate of a widow and numerous family, and fearing lest they might be involved in a law suit by any future schoolmaster, he stated to the apothecary who attended, some doubts about the legal, though none about the equitable, right of his family to the property; and his wish, therefore, that the clear rents might be divided after his death between his family and the schoolmaster, and his intention of confirming such his wish by will if he was relieved from his then illness; that the grantee, however, did recover from his disorder, and continued many years after in health, but did not confirm any such wish by his will. That after the death of the said grantee, the widow, Mrs. Ann Coleridge, wished to ascertain more clearly her right to the house, and therefore had the case stated for the opinion of a barrister, who was acquainted with the buildings of Ottery, and his opinion was in her favour, viz. that the grantor had full right to grant as he had done under the then circumstances. That the present possessor purchased the premises of his mother, Mrs. Ann Coleridge; and that his lawyer assured him at the time of the conveyance, that the title was good to him and his family for the time specified in the original grant, by paying the 20s. annually to the schoolmaster for the time being, and that this opinion has been confirmed lately by two other lawyers." G. C.

Have you any wish to state any thing further on the subject of this lease?—I wish it to be considered that I am ready to do with respect to this lease, whatever may be thought equitable, reserving only from the property what would be a compensation for the money laid out by my father in the building.

Can you state by whom the ground on which this house was built was given in trust for the schoolmaster?—I find a memorandum on the back of the copy of the lease, stating that it was the gift of Edmund Prideaux, of Forde, in the county of Devon, who died about the year 1680; this memorandum was made by me, but I do not recollect from whom I obtained that information.

Can you state the value of this house at present?—The house is now let at the rent of 18*l.* per annum, subject to repairs; I think the clear value to be about 12*l.* or 13*l.* a year.

[Witness produced copies of the ancient court rolls of the manor of Ottery Saint Mary, from which it appears, that in the year 1687 Gideon Haydon, nephew and heir of George Haydon, was admitted tenant as of the tenure of Old Barton, of one messuage, one courtilage and garden, with the appurtenances; and a memorandum appears subscribed that it was at the same court declared by said Gideon Haydon, that his said admission was for the sole use and advantage of the school of Ottery St. Mary. In 1726, another Gideon Haydon was admitted as the heir of the before mentioned Gideon Haydon, and surrendered to the use of Charles Vaughan, Joseph Coplestone, and Richard Marker, and their heirs. And there is a similar memorandum of a declaration from the said Charles Vaughan, Joseph Coplestone, and Richard Marker, of their admission being for the use of the school.]

JOHN REED, of Ottery, Shoemaker.

HAVE you any thing to say respecting the free grammar school at Ottery?—I made an application to the Rev. John Warren, the master of the school, about three years ago, to take my son into the school, which he at first refused; I then asked if he had any children

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in the school on charity; he said he had a son of Mr. Gibbins's; I threatened a prosecution against him if he did not take my boy into the school, upon which he took him,* and he remained at the school two years and a half. I afterwards applied to him to take another son of mine into the school, this was about nine months ago, but this he positively refused, and that son has never been admitted.

Do you know if there are any boys of Ottery who are received as free boys at the school?—A son of the late Mr. Gibbins, one of the governors of Ottery is at the school, but I apprehend his father pays for his tuition; I believe there is no other Ottery boy at the school.

Did you send your boy to learn grammar only?—Yes; I paid for his writing and arithmetic.

What was the age of your second son?—He was about seven years of age; there are boys in the school as young as he, he was able to read; Mr. Warren said he was liable to take no more than two boys on charity, but he had not any on charity, I believe, when I last offered to send my youngest boy.

SIMEON WELSMAN, of Ottery Saint Mary, Builder.

DID you make any application to Mr. Warren, the master of the free grammar school, for the admission of your son at the school?—

[Witness produced copies of his letters to Mr. Warren, and also Mr. Warren's answers]

What age was your son when you made the application?—My son was six years of age.

Had he been taught to read and write?—He could read well, but he had not learnt writing.

Was it your wish that your son should have a classical education?—It was my wish that he should be taught whatever was to be taught at the school.

THOMAS GIBBINS, of Ottery Saint Mary.

HAVE you a brother at the free grammar school of Ottery St. Mary?—I have.

How long has he been at the school?—For three or four years.

Do you know whether any money has been paid to the master for his education?—Some money has been paid by my father to Mr. Warren, the master, but I cannot state how much.

Have you ever seen any bill of Mr. Warren's sent in to your father?—I have.

Had you more than one brother at that school?—I had two brothers there for a short time together.

Did your brothers or either of them, receive this education free of charge?—I do not consider they did.

Do you know whether any specific sum was charged for tuition?—I am inclined to think nothing was charged for tuition.

What were the bills for, which were sent in to your father?—For books, and writing and arithmetic, and pens and ink, and paper.

(A)

OTTERY MODUS FOR SMALL TITHES.

	£.	s.	d.
Man, wife and garden	0	0	5
Servant man	0	0	6
Servant maid	0	0	4
A boy, at fourteen years of age	0	0	2
A girl, at sixteen ditto	0	0	2
Cow, 4d.; Calf, 4d.; both together	0	0	6
Winter milch	0	0	2
Fed Bullock	0	0	2
Colt	0	1	0
Mowing grass, and clover seed, per acre	0	0	4
Farrowing sow	0	0	4
Broody goose	0	0	3

* N. B. This boy was probably admitted by Mr. Warren on Salter's charity.

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Ottery Modus for Small Tithes—*continued.*

	£.	s.	d.
20 fleeces of wool	0	3	0
Every odd one	0	0	2
Every lamb	0	0	1
Honey, per gallon, or 6d. per butt	0	1	0
Vetches, per acre	0	0	4
Carrots, cabbages, potatoes, parsnips, plants, hemp and flax, per acre	0	4	0
Turnips, per acre	0	2	0
Cyder, per hogshead	0	0	2
Mortuary money	0	10	0
Breaking ground in the chancel	0	10	0

(B.)

SUMMARY OF EXPENDITURE,

From Michaelmas 1814 to Michaelmas 1815:

	£.	s.	d.
Salaries to the vicar, chaplain-priest and schoolmaster (deducting property tax)	45	18	0
Property tax	11	9	6
Mr. Warren (instalment towards repairs)	10	0	0
Insurance	2	10	0
Expense of governors meeting	1	3	9
Repairs	4	12	7½
	75	13	10½

From Michaelmas 1815 to Michaelmas 1816:

	£.	s.	d.
Salaries, deducting property tax	45	18	0
Property tax	5	14	7
Mr. Warren (instalment)	10	0	0
Insurance	2	15	0
Expense of governors meeting	1	4	6
Repairs	13	3	3
	78	15	4

From Michaelmas 1816 to Michaelmas 1817:

	£.	s.	d.
Salaries	51	0	0
Property tax	5	14	7
Mr. Warren (instalment)	10	0	0
Insurance	2	15	0
Bishop of Exeter	0	6	8
Repairs	19	12	3½
	89	8	6½

From Michaelmas 1817 to Michaelmas 1818:

	£.	s.	d.
Salaries	51	0	0
Mr. Warren (last instalment)	10	0	0
Insurance	2	15	0
Mr. Glanvill, corporation clerk, five years	15	0	0
Pruning trees in the churchyard	0	10	0
Repairs, chiefly to the vicarage	149	19	10
	229	4	10

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Ottery Modus for Small Tithes—*continued.*

From Michaelmas 1818 to Michaelmas 1819:	£.	s.	d.
Salaries	51	0	0
Mr. Glanvill, one year	3	0	0
Repairs	38	4	9
	92	4	9

[Extracted from a book, late Rev. John Coleridge's, produced by Jas. Coleridge, esq.]

An ancient modus of Ottery St. Mary parish, for small tithes belonging to the Governors of the Corporation, out of which they pay, viz.:—

Every parishioner above 16 years old, whether boys, girls, wife or widow, per annum	0	0	2
A man servant	0	0	6
A maid servant	0	0	4
A colt	0	0	1
A lamb	0	0	1
Every 20 fleeces of wool	0	3	0
A fat bullock or winter milch cow	0	0	2
A milch cow or heifer giving milk	0	0	2
A calf	0	0	1
For a teaming sow	0	0	4
For a brood of geese	0	0	4
For a hogshead of cyder	0	0	2
Meadow, clover, eve vetches or other grass, for every acre	0	0	4
Grass, for every acre	0	0	4
Land grass, per acre	0	0	2
If clover be mowed the second time, it pays, per acre, more	0	0	4
Flax or hemp per acre	0	4	4
Carrots, cabbage, potatoes, cabbage plants or parsnips, per acre	0	4	0
Turnips, per acre	0	2	0
Honey and wax	0	1	0
Mortuary Money:			
Every person dying worth 40*l.* clear	0	10	0
but 3*l.* clear, all debts paid	0	6	8
under 3*l.*	0	3	4

[In the old book of the governors of the corporation, is the copy of a lease, dated the 19th of September, 1691, from the governors to John Hare, of "all the small tithes, oblations, obventions, mortuaries, egistment or compositions for the said tithes, and other vicarage tenths, together with all mortuaries and other titheable matters and things within the said parish, belonging to the said governors, and such sum and sums of money which have been accustomed, and ought of right to be paid for the same, (and which in the schedule hereunto annexed are particularly specified and expressed,) which should or might from time to time renew, arise, grow due, or become payable, to the said governors or their successors," for the term of three years, at the yearly rent of 75*l.*]

Copy of the schedule referred to in the above-mentioned lease:

A Schedule, indented, of such sum and sums of money, compositions, modus, decimandi and customary payments, which time out of mind have been used, and of right ought to be paid to the governors for the respective titheable matters under mentioned, and which are granted by the said governors to the within named John Hare, by the within mentioned deed.

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SCHEDULE.

Payable annually on or before the feast of Saint Thomas, being the 21st day of December;

	£.	s.	d.
Meadow and clover pasture	0	0	4
Land grass, per acre	0	0	2
Milch cows and fed cows, each } Lammas {	0	0	2
Heifers and winter milch, each } Lammas {	0	0	1
Cyder, per hogshead	0	1	0
Carrots, cabbage, parsnips, and plants each, per acre	0	4	0
Turnips, per acre	0	2	0
Hemp and flax, per acre	0	2	0
Hops and egistements, as hath been usually.			

Payable annually at Easter oblations:

	£.	s.	d.
Every person above 16 years old	0	0	2
A man servant	0	0	6
A maid servant	0	0	4
Garden	0	0	1
Calves, for each	0	0	4
Colts, for each	0	0	1
Lambs, for each	0	0	1
Brood geese, for each	0	0	3
Farrowing sow	0	0	4
Fleeces of wool, for every 10 } Lammas {	0	1	6
Every odd fleece .. .. } Lammas {	0	0	2
Every person of 16 years old	0	0	½

Intrat' & examinat' per me, *Car. Churchill*, cler' corporat'.

Extracts from an old book of the proceedings of the Governors and Assistants of Ottery, commencig in 1598.

6th July 1600.—It was agreed by the governors and assistants, whose names are subscribed, that the 6*l.* 13*s.* 4*d.* a-year, promised to Mr. Passemer, schoolmaster, over and above the 20 marks before promised him, for the first two years, shall be allowed and paid out of the corporation stock, yearly with this condition, that if the said Mr. Passemer do remove within the space of four years from his first coming, then the said overplus so unto him paid, shall be borne of the private purses of the foresaid governors and assistants.

At the same time it was agreed, that Richard Sherman, gentleman, should pay his Esster duties and wool before Easter last due, and that from thenceforth a lease shall be made to him and his assigns, for a term of 40 years, if he and Johan his wife shall so long live, of all the tythes of the Barton of Thorne and Dobbs Thorne (except the poor's nolke in the tenure of William Dorham, gentleman) for the yearly rent of 43*s.* 4*d.* to be paid at Michaelmas and Easter, by even portions; all the tythes to be due by any of his tenants excepted.

2d November 1599.—Forasmuch as upon Michaelmas-day last, a motion was made in the parish church of Otery Saint Mary, then assembled of the parishioners after evening prayer, to keep the accompt for the corporation for the year ended at Midsummer then last past, that some contribution might be given unto Nicholas Forward, clerk vicar, preacher there, over and besides the 20*l.* stipend unto him, appointed by the king's letters patent, to the intent that the said vicar being among us, so provided of a reasonable portion to maintain himself and his family, might not be occasioned so often to be abroad and astray from his cure, and thereby both leave his pulpit divers Sundays unfurnished, and his charge otherwise not so well attended as is convenient. And forasmuch as within that assembly it was generally thought very convenient (because the remnant of 20*l.* after his tenths and subsidies thereof deducted, was not sufficient in these our days) to maintain the said vicar and his family in any good sort, that the governors out of their stock should yearly contribute unto the said vicar so much money as he the said vicar should pay for his tenths and subsidies, so that he might by that means have his ancient stipend of 20*l.* wholly to relieve him and his family so long as he shall continue his preaching every sabbath, and perform such other duties as are to be performed at his hands, as well in visiting the sick, as also in

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administering the sacrament as occasion shall require; it is therefore this day ordered and agreed amongst the governors and assistants, that the said vicar shall be yearly paid out of the corporation stock, so much money as he shall yearly disburse and pay for his tenths and subsidies, so long as he shall perform the foresaid duties, and such other duties as shall be incident to his place and calling, and so long as the corporation stock shall be able to bear the charge thereof. [It is further agreed that his stipend shall be paid quarterly instead of half yearly.]

5th April 1612.—It is agreed by the governors and assistants present, that Gideon Haydon, gent. shall have a lease made unto him of the predial tythes of Cadhay Wareham's White leave, and of seven farthings of land at Greatyeats for 31 years, determinable upon the death of R Haydon, esq. and the foresaid Gideon, for the yearly rent of 3*l* 13s 4d. to be paid at two feasts, by even portions, viz. of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary; the first payment to begin at the feast of St. Michael the Archangel next.

8th March 1617.—Forasmuch as some of the parishioners of Ottery St. Mary and others, taking and occupying land within the same, have heretofore been very slack and very negligent in paying of their church duties to the governors, and thereby have put them to great pains and attendance, which cannot hereafter be continued without great detriment and loss; therefore it is agreed by them, and hereby intimated to all men whom it shall concern, that they will yearly expect payment of tything wool before Michaelmas, and that the receiver for the year being, will attend yearly, till Trinity Sunday every year, on the Saturdays in the afternoon, and on other holydays (saving the Sabbath days) to accompte with any that shall resort unto them for other duties at the accustomed place. And they will not longer attend any delays, but presently after Trinity Sunday will follow their ordinary course in law against such as shall be negligent in paying their duties.

And forasmuch as the said governors have lent divers sums of money to divers persons upon bonds and securities, who neither regarding their own credit, nor the safety of their sureties, nor the will of the donors, have and do detain the said monies beyond their times, to the loss and hindrance of others, who are also to be relieved there withal; the said obligors who have forfeited their bonds are hereby required to pay their said debts at or before the 25th of this instant month of March, at the north vestry, or otherwise to expect no favour nor further forbearance.

4th March 1626.—It is agreed by the governors and assistants present, that Mrs. Johan Collins, widow, shall have a lease made unto her of the predial tythes of Galston, being eight farthings of land, for 11 years, for the yearly rent of 33s. 4d. from the 24th day of June last past, before the date above written, to be paid at two feasts of the year, viz. Midsummer and Christmas, by even portions.

4 h April 1624 —It is ordered and agreed upon by the governors and assistants present, that John Forward, the now vicar of this church, shall have for his salary the sum of 40*l*. per annum, and himself to discharge his tenths subsidies and other duties, and the said payment of 40*l*. to continue unto the said vicar as long as the corporation stock shall be able to discharge the same; and for the present hath of benevolence 3*l*. given him in respect of some special occasion.

4th April 1634.—It is agreed by the governors and assistants here present, that from henceforth there shall be paid for every acre of turnips one shilling, and for each acre of every other kind of roots and cabbage 3s. and so proportionably.

3d July 1635.—Areed to grant a lease to Richard Channon, of the tythes of Chaprentale alias Gleberentale, for 10 years, from Lady-day last, except roots and oblations, at the yearly rent of 33s. 4d.

3d July 1635.—It is this day ordered by the governors, &c. that in regard of the great neglect in payment of tythes and other duties by the parishioners, by means whereof the receiver for the corporation this present year hath been enforced to disburse money of his own for payment of the churchwardens wages, that from henceforth there be payment made for their tything wool, at or before the feast of St. Michael the Archangel in each year, upon pain that those that shall be negligent therein shall pay for every fleece of tything wool the sum of two shillings, and for all other tythes and duties, that payment be duly made at or before the feast of St. John the Baptist, upon like pain and peril, and especially for roots, upon pain of payment of 4s. for each acre; but those that shall pay in due time, shall pay as in former times hath been accustomed and now used.

25th July 1639.—It was this day agreed, that Mr. John Ball, the now schoolmaster of this place, in regard, he hath been a means to increase the number of scholars more than formerly have been, which is for the general good of the parish; and in regard, he himself is at the charge of maintaining an usher, so as by his industry the youth will be better taught

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and looked unto; and also in regard of the great care and pains that himself taketh in and about the affairs of the school, shall from Midsummer last past have allowed unto him, beyond what is appointed unto him by the patent, by way of increase, the sum of 8*l.* yearly, by quarterly payments, and to be continued so long as the revenues of the corporation will bear it, or until the governors and assistants shall take other order to the contrary.

6th September 1639.—Agreed to grant a lease to Joan Collins, of the predial tythes of Salveston, for 12 years, at the yearly rent of 33s. 4d.

13th October 1659.—Whereas Mr. Robert Collins, of Talliton, in full satisfaction of all the debts and demands by him owing to this corporation as executor or administrator of his deceased father, Robert Collins, of this parish of Ottery St. Mary, one of the late governors of the said corporation, receiver as well of several stocks of money given by divers good benefactors, as also of the small tythes for several years past, due and belonging to the aforesaid corporation, hath paid and secured 470*l.* It is therefore ordered and agreed by the governors, &c. that the same shall be accordingly accepted of, and the said governors and Mr. Collins, to seal and deliver general releases, &c

28th February 1660.—It was agreed, as in the last extract, to accept 85*l.* 16s. 6d. due in like manner from Edmund Prideaux, as executor of his father Edward Prideaux, a late governor.

25th February 1665.—It is ordered by the governors, &c. that for this year now being, and likewise for the future, until it shall be otherwise ordered, there shall be paid for every acre of turnips 2s. and for each acre of every other kind of other roots and cabbage 4s. and so proportionably, and payment to be made for this time at or before the 25th day of March next ensuing; and for the future, at or before the one and twentieth day of December yearly, and for default of payment at the said time, every person neglecting shall pay for every acre respectively, for turnips 3s. per acre, and for the other roots and cabbage 5s. per acre, and so proportionably.

19th April 1668.—It is this day ordered by the governors, &c. that the parishioners for the time to come, shall set out their tythes of all such clover grass as they shall mow, and give notice thereof unto George Axe, the now clerk to the corporation, or compound for the same with the receiver in each year.

30th November 1672.—Ordered that all tythe, hops, hemp, flax meadows, land grass, milk of cows, heifers, cyder-fed cows, honey and wax, be paid henceforward unto the receiver before the feast day of St. Thomas, being the 21st December in each year, at which time, by a former order, all sorts of roots and cabbage are likewise to be paid, and all the fall and offerings to be paid every year before Trinity Sunday; and all tything wool to be paid before the 9th of September yearly, as by a former order likewise decreed.

22d December 1679.—Agreed to accept 371*l.* 10s. paid by Elinor Haydon, as executrix of Gideon Haydon, late one of the governors and receiver of several stocks of money given and bequeathed by divers good benefactors.

10th May 1696.—Agreed to assent to the contract or bargain made by Mr. Henry Marker with Samuel Salter, for the lands called Cross Town in the parish of Whimple, according to the several agreements reservations and parts of such contract.

5th June 1722.—This day Mr. Francis Serle, of Sidbury, and his two sons, gave a bond to the corporation for 120*l.* almshouse money, paid in by Thomas Putts, esq. to Mr. J. Marker, who had the old bond from John Stoakes, one of the governors; and the same day I delivered the said Mr. Serle's bond to Mr John Stoakes, who had the custody of the former bond. Witness my hand, *Chas. Baker.*

[*Note.*—By various entries in this book, it appears that the parish clerk was allowed to reside in a house belonging to the governors during their pleasure.]

[*Note.*—In 1737, the chaplain-priest appears to have had a salary of 20*l.* and an allowance of 30s. a year, in regard to the decayed state of the chaplain-priest's house; and in 1744, this allowance appears to have been reduced to 1*l.* a-year. This may probably account for the present salary to the chaplain-priest being 21*l.*]

[*Note.*—The same person appears to have frequently held two of the three offices of vicar, chaplain-priest, and schoolmaster; and sometimes all the three offices were held by the same person.

Thomas Axe's Charity (Southwark Property.)

6th October 1819.

THOMAS GLANVILL, of Ottery Saint Mary, Gentleman.

WHAT does the Southwark property consist of, which belongs to this charity?—It consists of two houses, described in the lease as follows; All that brick and timber mes-

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suage called The Bell alehouse, situate in the High-street of the borough of Southwark, on the west-side of the same street, and numbered 314; and also all that one other brick and timber messuage, situate on the west-side of the said High-street, and numbered 315, and adjoining on the north-side to the said Bell alehouse; and also all that one other brick and timber messuage, situate in Pepper-alley, in Southwark aforesaid, bounded on the south and west with Pepper-alley, and adjoining to the back or west side of the two former houses, and then laid to the said alehouse, and occupied therewith; all situate in the parish of St. Saviour's in the county of Surrey."

To whom are these premises now let?—They were granted by lease dated 13th August 1793, by the four governors, to Mary Parry, for a term of 28 years, from the 29th September 1792, at the rent of 65*l.*; tenant to pay all rates and taxes, and to do all repairs.

[Counterpart of the lease produced.]

In whom is this term now vested?—In Messrs. Elliott and Co. brewers, of Stag brewhouse, Westminster.

Do you receive the rent regularly?—It is regularly paid.

Are these houses now in good repair?—They are not in good repair. I have made application to Messrs. Elliott and Co. to have the repairs done, and they have referred me to the undertenants; but I cannot discover whether they hold under Messrs. Elliott and Co. or by a lease or assignment prior to their title. We do not acknowledge any undertenancy except by Messrs. Elliott and Co.

Do you know what the present value of these houses may be?—I do not; but I am apprehensive that the houses will not fetch so much as the present rent, upon a new letting.

What other property in Southwark were the governors possessed of under the will of Axe?—There were three houses in Tooley-street, which were taken by the commissioners under an Act of 28 Geo. 3, for widening and improving certain streets in Southwark.

[Witness produced a copy of the conveyance, dated 30th January 1790, made of these premises by the governors to the commissioners, from which it appears that a jury was impannelled to assess the value of the premises, and that they assessed the same at 1,080*l.* subject to the claim of Joseph Goodchild, which was assessed at 80*l.* and also to the claim of Michael Macanally, which was assessed at 160*l.* and that Goodchild and Macannaly claimed as lessees of the premises, and that their claims were afterwards compounded, it being agreed by the governors that Goodchild should receive 40*l.* as the value of his claim, and Macanally 165*l.* as the value of his interest, which reduced the sum paid to the governors to 935*l.*]

What became of this purchase money—900*l.* part of the purchase money, were laid out in the purchase of 1,426*l.* 5s. 10d. stock in the three per cent. consols, which cost 893*l.* 4s. 4d. the expense of commission, power of attorney, and postage being 6*l.* 15s. 8d.; the purchase was made in January 1812; the remaining 35*l.* was, I suppose, expended in costs.

What was done with this money before it was laid out in stock?—It was not paid until February 1791, to which time the commissioners paid interest on the money, being 70*l.* 2s. and in 1791 the sum of 900*l.* was placed in the Devonshire bank at interest, at 2*l.* 10s per cent., until 23d May 1794, when it was taken out of the bank, and lent to Mr. Thomas Gibbins, on his bond at four per cent. interest, to Michaelmas 1803, and from that time at 4*l.* 10s. per cent. until it was invested in the funds, and the stock now produces clear 42*l.* 12s. 2d. after deducting commission.

In whose names was the stock purchased?—Mr. Richard Dening, Mr. Robert Warren, Mr. Thos. Gibbins, and Mr. Roger Salter, who were the four governors at the time, and of whom Mr. Roger Salter is the only survivor.

Is this the whole of this property?—It is; the bank at Exeter pay interest for the dividends of the stock, which they receive, at the rate of 3*l.* per cent. as long as the money remains in their hands, and which interest last year came to 11s. 11d. which is added to the dividends, and accounted for by the trustees.

	£.	s.	d.
Rent	65	0	0
Dividends	42	12	2
Interest..	0	1	11
	108	4	1

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How is this income applied?—After paying for insurances 4*l.* 19*s.* expenses of receiving the rents, and keeping the account last year 2*l.* 6*s.* 9*d.* the rest is divided into twelve parts:—

	£.	s.	d.
One-twelfth part is paid to the vicar, being last year ..	8	8	2¼
One-twelfth part to the vicar's wife, to buy drugs, &c. for the poor, ditto	8	8	2¼
One-twelfth paft to the chaplain-priest, ditto	8	8	2¼
One-twelfth to the schoolmaster, ditto	8	8	2¼
One-twelfth to the parish-clerk, ditto	8	8	2¼
Three-twelfths to the funds for marriage portions for servants entitled to it, ditto	25	4	7
And the remaining four-twelfths distributed to the poor of Ottery by the governors, ditto	33	12	9¼
	100	18	4

Do you keep a list of those persons who receive the fund for marriage portions? There is such a list kept; 3*l.* are given to each person, man or woman, who shall have been married after 21, having lived seven years in one service in the parish, and not having received any alms within five years of the marriage, the money is paid as soon after the marriage as these qualifications are made to appear to the trustees, and 20*s.* a-year are paid to the married couple, or the survivor of them, for three years, if they can prove that in each of these years they have improved their stock to the amount of 3*l.* which the trustees are satisfied of, on their showing that they have been careful, and have improved in their circumstances to that amount.

Have you known that applications have been refused for this 20*s.* a-year? The trustees have refused such applications, where they have thought the applicants not entitled.

Have any applications been made to the trustees for the gift of 5*l.* after a lapse of five years from the marriage of these persons? Many have been made and granted, but before these are granted, the trustees ascertain as well as they are able, that the applicants have by that time increased their stock to the 15*l.* and provided they have not been chargeable to the parish since their marriage.

If the applications for these three-twelfths which are allowed, do not exhaust the whole, what is done with the remainder?—It is carried to a fund kept distinct for that purpose, the balance of which is in the hands of the treasurer.

How long has this distinct fund been so kept?—Since Michaelmas 1799, before which time this used to be distributed with the other four-twelfths, to the poor.

[*Note.*—See paper annexed marked (A) shewing the balances of this marriage fund in each year, from 1799, and the number of persons receiving these donations from that time to the present.]

IT appears upon the account of this fund, that the treasurer has a balance in his hands of 242*l.* 11*s.* 4½*d.*; now as the treasurer receives interest for the money which he pays in advance on the church corporation trust, does he likewise pay any interest for this balance?—He has not accounted for any interest on these balances.

[*Note.*—This account was audited 22d January 1807, and on 24th June 1813.]

Can you state the reason that this account was kept distinct from 1799, and not before?—On looking into the old documents of the charity, when the suit in chancery was commenced, it was found that these three-twelfths were directed to form a separate fund, for specific purposes, and from that time the distinct account was kept; previous to that time, although sums of 3*l.* were occasionally given away to persons qualified as above, on their marriages, yet in general these three-twelfths were distributed together with the remaining four-twelfths to the poor.

Why is the annuity of 20*s.* which is payable to a couple for three years, paid at once in sums of 3*l.* instead of being paid yearly?—Because it is not applied for until the three years have elapsed.

Is a distinct account kept of the two-twelfth parts which are directed to be distributed about St. Thomas's day amongst elderly and sober housekeepers, that have lived well and have had no alms of the parish within five years?—There is no such distinct account; but these two-twelfths and the remaining two-twelfths are carried to one account, and distributed together:

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How then are these four-twelfths distributed?—These four-twelfths are distributed annually by the four governors, among poor persons (generally housekeepers) who have not received parish relief, in sums varying from 6*l* to 10*s*. and sometimes less, and a list of the objects is kept in the books.

There appears to have been a sum of 6*l*. given out of this fund to one Perry, a butcher, why was so large a sum given to him?—It appears that he had a broken leg, and he was thought therefore entitled to this large proportion of these monies.

There appears to have been a sum of 5*l*. paid for several years to Mr. John Sanders, one of the former governors, why was this paid to him?—He had been a governor, who resigned on account of his poverty, and on account of his age and infirmities he was thought a fit object of the charity; he did not receive this charity previous to his resignation.

Was it understood at the time of his resignation that he should receive this charity?—I have no doubt he was informed that he would be considered a fit object of the charity after he had resigned the office of governor; I do not know that any arrangement of this kind was made with him.

Who succeeded him in the office of governor? Mr. William Warren was elected in his room.

Did Mr. Sanders receive the sum of 5*l*. a year, from the time of his resignation to his his death?—He did; and I think his widow received the same for one year after his death.

It appears that one Richard Dening, in 1804, received 5*l*. from this charity; was he a relation of Mr. Dening, the governor?—He was a distant relation of the governor, in reduced circumstances, occasioned by long sickness.

Are those poor persons who once receive this charity, considered as entitled to it for their lives?—They are not; the list is frequently varied.

[*Note.*—This account appears to have been audited, after notice given thereof, in the church, on the 22d January 1807, by three of the governors, and on 24th June 1813, by two governors and two assistants.]

Is notice given in the church, when these accounts will be produced and audited?—Such notice is invariably given, and generally on the Sunday preceding the audit.

Why have not the accounts been more frequently audited?—I am unable to account for it.

What is the present state of this account?—There is now a balance in the hands of the treasurer, of only 1*l*. 9*s*. 7*d*.

Is the treasurer appointed from the four governors?—He is; and the same person is treasurer of all the corporation funds.

Is any part of these four-twelfths lent to poor men to supply their stock?—None is so lent; nor have I heard of any application for a loan of the kind, and the expense of stamps for bonds would probably be an obstacle to such an appropriation of the money; I have heard that formerly loans used to be made of this money, and that the sums lent were seldom re-paid.

Do you observe in the distributions of this portion of the charity, the gradations mentioned in the will, in the order in which the poor persons there mentioned, are set forth, preferring first those who may be of kin to the founder?—No such directions are observed; I know of none who are of kin, but there is or lately was one person who received this charity, and represented herself as of kin to the donor; we take care that those who receive the charity, do not receive parish relief.

[*Note.*—It appears that up to the year 1791, persons partook of this part of the charity, who are described as relations of the donor.]

Was any loss sustained to the charity by Mr. Sanders becoming poor and insolvent?—I know of no loss of that sort.

Did Mr. Sanders resign his office of governor willingly?—I know several applications were made to him before he resigned.

Do you know whether the vicar's wife attends or not to applications by poor persons for drugs, and assistance in sickness?—I do not know that she does. I wish to add, that although these accounts are not regularly audited, yet they are made up yearly, and produced to the governors and to the several persons entitled to proportionate shares of the rents at the time when these persons are paid their shares.

Rev. GEORGE SMITH.

IT appears that Mrs. Smith receives one-twelfth of the clear rents of this property; what duties does she perform for this?—We give away in value more than the amount of the sum received, in wine and cordials, to the sick and aged persons of the parish; Mrs. Smith

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and myself consider this money as received in trust for these and such like charitable purposes, and it is applied accordingly, which I consider more beneficial than to apply the same in medicine, there being a medical person employed by the parish, who receives an annual salary.

From whom do you receive this proportion?—From Mr. Dening, the treasurer, who produces the accounts of the rents, to satisfy me of the amount.

Do you also receive one-twelfth of the rents, as vicar?—I do; in the same way, and from the same person.

SARAH ROW, of Ottery St. Mary.

How long have you been married?—For thirty years.

Have you ever received any parish relief?—Never; I have received only from the feoffees of the Ottery poor lands, one order for 40s. part of the charity monies

Did you receive any donation, after your marriage, from Axe's charity?—I received 3*l.* being qualified for it under Axe's will.

Had you improved your stock of 3*l.*, so given, to the amount of 3*l.* the first year after you had received it?—I had.

Did you apply at the end of the first year for an additional 20s?—I did not apply until after about ten years, and then a feoffee note was given to me for 40s.; I have received nothing since, but think myself entitled to something more.

Mr. THOMAS GLANVILL.

Do the trustees of this charity consider the donation of any part of the charity money under the Ottery trust, as a disqualification to persons applying for Axe's marriage donation?—They do; but I do not imagine that the lapse of time previous to the application which took place in Sarah Row's case, would have been considered as any objection.

9th *October* 1819.

Mr. THOMAS GLANVILL.

Are any deductions made by you out of the sums paid to the married persons out of this fund?—No deductions are made, but claimants of the 3*l.* or of the 5*l.* donations, are directed by the governors to apply to me in the first instance to ascertain the qualification of the parties claiming, and I draw out a state of their case for them to present to the governors, for which I charge 3s. 6d. to each.

Do you charge this sum of 3s. 6d. whether the claimants succeed or not?—If I think the claimants are not qualified, I do not draw out their case, and of course do not make any charge: there is not an instance in which I have drawn out a case where the governors have afterwards rejected the claim.

(A.)

STATE of the FUND appropriated for portions for married Persons under this Charity.

YEARS.	Balances in the hands of the Treasurer. L.	s.	d.	Number of Persons each year that received the 3*l.* portions.	Number that received the 20s. for three successive years.	Number in each year that received the 5*l.* portions.
1799	32	4	7¾	—	—	—
1800	—			—	—	—
1801	—			—	—	—
1802	132	12	11¾	—	—	—
1803	—			—	—	—
1804	—			3	—	—
1805	120	7	10¾	9	—	—
1806	135	4	1	3	—	—
1807	158	13	2¼	—	—	—
1808	179	18	2¼	—	—	—
1809	197	19	10¼	1	—	—
1810	162	—	—	—	8 for three years paid together.	7
1811	152	—	3¼	2	4 Do.	3
1812	131	6	3¾	2	3 Do.	5
1813	154	—	11	—	—	—
1814	167	13	2	2	1 Do.	—
1815	187	5	8¼	1	—	—
1816	211	2	6¼	—	—	—
1817	230	6	9¼	1	1 Do.	—
1818	242	11	4¼	—	1. Do.	2

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Have you the sanction of the governors for this charge?—No; and I believe they do not know that I receive any thing.

How long has this been the practice?—Since I have been employed in the business in 1800.

Why were the costs of the suit in Chancery against the governors by the attorney general, on the relation of Mr. Smith and others, charged to the account of this charity?—It was charged to this fund, because the suit related partly to the Southwark property and partly to the corporation property, and the latter fund being deficient, the costs were wholly paid out of the funds of this charity.

8th *October* 1819

THOMAS AXE'S CHARITY, (BLANDFORD PROPERTY.)

THOMAS GLANVILL, of Ottery Saint Mary, Gentleman.

Can you state what the property of this charity at Blandford consists of?—One mansion or dwelling-house, three cottages and a field and gardens, in Blandford, Dorsetshire.

[Witness produced a lease, dated 6th July 1818, between the four governors of the hereditaments and goods of the church of St. Mary Ottery, of the one part, and Mason Chamberlain, artist, of the other part; whereby the governors demised to the said Mason Chamberlain, all that capital messuage or dwelling-house, stables, coach-house and offices, and the court and walled garden, and the piece of antient pasture ground adjoining the house, situate on the west side of Whitcliff Mill-street, in the town of Blandford, from 24th June 1818, for 14 years, at the rent of 40*l.* and 2*l.* 2*s.* yearly, the tenant paying all rates and taxes, and putting and keeping the premises in repair, (except in case of fire.)

How was this house let to Mr. Chamberlain?—It was let by private contract; he had held the house and premises under a former lease for nine years, at the rent of 36*l.* 1*s.*

Was the house valued previous to the letting?—It was not; I think the present rent the full value of the premises, and more than could be got for the same, but from the circumstance of the house being used as a school.

Who is tenant of the other premises?

[Witness produced a lease, dated 6th July, 1818, between the said four governors of the one part, and Joseph Towsey of Blandford Forum, stone mason, of the other part; by which they demised to the said Joseph Towsey, all those three cottage houses and a chapel and two tofts or parcels of ground, then converted into two courts, whereon formerly stood three cottage houses, with the courtlages and gardens thereto belonging, with the appurtenances, situate on the west side of a street called Whitcliff Mill-street, in Blandford forum aforesaid, and bounded on the north with the messuage and premises belonging to the four governors, and occupied by Mr. Mason Chamberlain, from 24th June, 1818, for 14 years, at the rent of 13*l.* yearly, the tenant paying all rates and taxes, and putting and keeping the premises in repair.]

Were these cottages let by auction?—They were not; Towsey was a former tenant, and had held under a former lease, at the rent of 9*l.*; the premises were let by auction at that time for 21 years, which expired at Midsummer 1818.

Do you think the present rent the full value of the premises?—I do certainly.

Is this the whole of the property at Blandford held under this charity?—It is.

How are these rents disposed of?—The clear rents are divided into 12 parts, of which nine such parts are paid to the parish clerk of Ottery St. Mary, half yearly, and the remaining three twelfth parts have not been wholly applied, but five guineas a-year have been paid out of the same as a subscription to the Devon and Exeter hospital, in order that the governors may have the power to recommend such objects of the parish as may from time to time require surgical assistance, and the remainder of these three twelfths have not been disposed of.

What are the deductions out of these rents before this division takes place?—The usual deductions are for insurance 1*l.*; and for keeping accounts and writing letters, 1*l.* 1*s.* and for postages about 4*s.*

How long have these rents been applied in this way?—The nine twelfths were I apprehend always paid to the parish clerk, but I believe the payment to the hospital of 5*l.* 5*s.* a-year commenced in the year 1790.

[*Note.*—It appears from the old books of account, that these nine twelfths have been regularly paid to the parish clerk, and that from 1708 to 1775, the remaining three twelfths were paid to Tryphena Gatchells, the vicar's wife, and afterwards his widow; and after that down to the year 1790, these three twelfths were applied in providing medicines and

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surgical assistance for various poor persons of the parish; and from the year 1790, that 5*l.* 5*s.* a-year have been paid to the Devon and Exeter hospital, and that the remainder of these three-twelfths has accumulated in the hands of the governors.]

What is the present state of this account?—The balance in the hands of the treasurer up to Midsummer 1820, is 132*l* 4*s*.

When was this account last audited?—In January 1807, by three of the governors; but the account of the rent is made up half yearly, with the parish clerk, who receives his proportion of the rents at that time.

Who is the treasurer of this fund?—Mr. John Dening is the present treasurer; one is always appointed out of the four governors to be treasurer, and notice is given in the church when the accounts are to be audited, on the Sunday previous to the audit.

Can you state how the trusts of this part of Axe's charity became vested in the four governors?—I cannot state that; but I find that they were trustees thereof as long ago as Michaelmas 1708, at which time one of the four governors appears to have rendered an account of this fund as treasurer.

Does the treasurer pay any interrest on this balance of 132*l.* 4*s.*?—He does not.

What is proposed to be done with this balance?—Nothing has been determined on the subject; but it is intended to take the matter into consideration at the next meeting of the governors.

Reverend GEORGE SMITH, Vicar of Ottery Saint Mary.

DOES your wife receive any part of the rents of this property for medicines, &c. for the poor?—She does not receive any part of the rents of the Blandford property.

RICHARD SEWARD, junior.

ARE you parish clerk of of Ottery?—I am.

Do you receive any share of the rents of the Blandford estates?—I receive nine-twelfth parts of the clear rents, and my father who was my predecessor in office, received it during his time; the accounts are produced, and the balance is ascertained at the time of payment.

Do you or did your father before you ever keep an alehouse, or sell ale or beer or other liquor?—I do not, and never did nor my father before me, I believe.

HUNDRED OF TIVERTON

TIVERTON.

Corporation Charities.

PARTICULAR of Lands in Elmore, granted to the Corporation by Lease from the Crown, in 1806.

No.	TENANTS.	ACRES. A	R	P	PREMISES.	Present Yearly Rent £.	s.	d.	TERM.
1.	William Payne - -	1	1	38	Skinner's Willow Bed	12	10	0	7 years from Lady-day 1817
2.	Do. - - - -	2	0	4	Field to Butt - - -				
3.	Jn. Stevens, now Sir John Duntze, bart.	1	1	35	Paradice alias Warren's Field - - -	4	4	0	7 years from Lady-day 1817.
4.	Richd. Perry Clarke	1	2	31	Gribble's Field - -	15	0	0	7 years from Lady-day 1817.
5.	Do. - - -	2	0	37	Bennett's Field -				
6.	William Payne - -	1	2	6	Bennett's higher field	8	0	0	7 years from Lady-day 1817.
7.	Do. - - -	1	0	4	Bennett's little field				
8.	Christopher Baker -	3	3	11	Bowling Green - -	10	0	0	7 years from Lady-day 1819.
9.	Do. - - -	0	1	0	Hundred Acres - -				
10.	Mr. Henry Dunsford	0	1	7	Natt's Orchard - - -	0	15	0	Tenant from year to year.
11.	Richard Mogridge, formerly Finch's	0	0	20	Garde - - - - -	0	15	0	Do.
12.	Thomas Beedle late, George Creary's -	0	0	14	Willow Bed - - - -	0	5	0	Do.
13.	J. Branscombe formerly Sm. Hatswell	0	0	11	Orchard - - - - -	0	5	0	Do.
		16	0	18		49	14	0	

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GREENWAY'S TRUST ACCOUNT, for the year ending Visitation, 24th May, 1819.

Dr.

	£.	s.	d.
To 22 weeks pay to nine almsmen, at 3s. per week each £29 14—			
31 weeks Do. to .. Do. at 5s. Do. .. .. 69 15.			
..	99	9	0
To cash paid B. Pitt, a year's salary, for reading prayers	0	16	0
To do. paid T. Parkhouse, for binding the chapel bible	0	7	6
To do. paid sweeping chimnies 3s. and the street 2s. 6d.	0	5	6
To do. paid W. Dicken, for nine sacks of coals at Christmas ..	1	16	0
To do. paid a year's insurance of John Rendell's house	1	0	0
To do. paid Mr. Dickenson, a year's chantry rent	0	9	0
To do. paid Mr. Smith, for attending sick almsmen	2	9	6
To do. paid expenses of a meeting of the trustees, 23rd October ..	3	15	3
To do. paid do. of my journey to Dipford, with Mr. Wright ..	5	19	8
To do. paid Mr. Wright's charge for do.	6	6	0
To do. paid Orson Trent's plumbers bills .. .. £.0 16 1½			
and 4 18 3			
..	5	14	4½
To do. paid J. Cockram, smith's bill	3	15	8
To do. paid J. Rossiter, carpenter's bills .. .. .. £.4 6 10½			
and 0 18 7			
..	5	5	5½
To do, paid G. Beck, mason's bills	34	8	6
To do. paid John Gill, carpenter's bill	1	16	6
To do. paid Messrs. Wood and Strong, in part of their account ..	73	2	0
To do. paid a year's insurance of farm buildings at Dipford, and of the almshouse, to Lady-day 1820	1	15	0
To do. paid Mr. Govett, a year's chief rent	0	5	6
To land-tax allowed R. Were	0	3	0
To poor rate and church rate allowed W. Quick	1	1	0
To do. allowed W. Melhuish	4	1	0
To cash paid W. Adams, for collecting rents	1	1	0
To do. paid do. for receipt stamps	0	6	5½
To do. paid do. for summoning meetings of trustees	0	5	0
To do. paid postage of letters and stamps	0	4	6½
To allowance to the churchwarden under the will	0	13	4
To cash paid Mr. Crevers, for entering the accounts	2	12	6
Balance carried to my debit in new account	7	19	9
	267	4	0

GREENWAY'S TRUST ACCOUNT, for the year ending Visitation, 24th May 1819.

Cr.

	£.	s.	d.
By cash of T. Key, for a year's rent, due Lady-day 1818	52	10	0
By do. of J Rendell, for a year's do. due do.	19	0	0
By do. of W. Melhuish, a year's do. due Lady-day 1819	38	0	0
By do. of John Rossiter, a year's do. due do.	15	0	0
By do. of Ephm. Bowers, a year's do. due do.	15	0	0
By do. of Wm. Wotton, a year's do. due do.	8	0	0
By do. of Wm. Quick, a year's do. due do.	4	10	0
By do. of sundries, a year's do. of 11 pews in the chapel due do. ..	27	10	0
By do. of J. Rendell, a year's do. due .. .. do. ..	19	0	0
By do. of T. Key, in part of a year's do. due .. .. .. do. ..	26	0	0
By do. of the overseers, a year's high rent due .. .. .. do. ..	6	0	0
By do. of Mrs. Allen, for Mr. Down, a year's do. due do.	10	0	0
By do. of R. Were, ... a year's do. due do.	1	0	0

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Greenway's Trust Account—*continued.*

	£.	s.	d.
By do. of F. Gloyns, ... a year's do. due do.	6	0	0
By do. of Mrs. Tucker, ... a year's do. due do.	5	10	0
By do. of Mr. Chorley .. .. .. a year's do. due do.	10	0	0
By do. of Mr. Skinner, ... a year's do. due do.	4	0	0
By do. of W. Salter, ... a year's do. due do.	0	4	0
	267	4	0

Wm. Turner, acting churchwarden.

RENTAL and PARTICULAR of GREENWAY'S TRUST PROPERTY.

PARISH	ESTATE.	ACRES. A.	R.	P.	TENANT	RENT. £.	s.	d.	TERM.	DATE OF LEASE	LIVES	FINES on last Renewal £.	s.	d.
1. Dipford	Frogwell & Delbridge ..	88	0	27	Thos. Key.	52	10	0	21 Years.	1815	—	—		
2. Tiverton	House & garden in Peter-st.	0	0	0	Josh Gloyns	6	0	0	99	1794	3	*		
3. —	Messuage & do. in Peter-st.	0	0	0	Wm. Salter	0	4	0	99	1773	2	£. 6	6	
4. —	The parish workhouse.	0	0	0		0	0	0	0	—	—			
5. —	Barn in Broad-lane and three closes adjoining	Quantity not specified			Jane Tucker	5	10	0	99	1788	1	£. 7	10	
6. —	6 other Fields, viz. 1 close	1	0	0	W. Wotton	8	0	0	7	1817	—	0	0	
— —	One close	2	2	0	Em. Bowers	15	0	0	7	1817	—	0	0	
— —	One close garden and stable	3	0	0	J. Rossiter	15	0	0	7	1817	—	0	0	
— —	Three closes	6	0	0	W. Melhuish	38	0	0	7	1817	—	0	0	
7. —	House, near Exebridge ..	0	0	0	Sh. Chorley	10	0	0	99	1816	3 do. in reversion of	151	0	
8. —	A dwelling-house called the Brick house, and field adjoining	0	0	0	Rob. Were	1	0	0	99	1816	do.	141	0	
9. —	Little Holwell	19	2	4	T. Skinner	4	0	0	99	1774	3	20	0	
10. —	Dwelling-house in Fore-st.	0	0	0	Mrs. Allen	10	0	0	99	1794	1 do. in reversion of	10	10	
11. —	Do. .. .. .. do.	0	0	0	J. Rendell	19	0	0	21	1817	—	0	0	
12. —	Do .. .. do.	0	0	0	Wm Quick Jane Pow.	4	10		1 y. if J Pow live so long.	1802	—	0	0	
13. —	Pews in Greenway's chapel.	0	0	0	.. .. ..	27	10	0	0	—	—	0	0	

* In consideration of building a new house, and surrender of a former lease for 99 years, determinable on three lives.

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EXEBRIDGE TRUST.

LANDS belonging to the trustees of Exebridge, in Tiverton, let on Leases for 99 Years, determinable on Lives.

PARISH	TENEMENTS.	LESSEES. Or Assignees.	Number of Lives.	RENT. £. s. d.	FINES PAID ON LAST RENEWALS.	OCCUPIERS.	VALUE. £. s. d.
Tiverton.	A dwelling-house and garden .. — ..	Thos. Hellings	3	1 8 0	15*l.* 15s. and surrender of former lease, Lease dated 10th of November 1797.	Captain Jones.	36 15 0
Do.	Four dwelling-houses	Executrix of William Tucker	2	7 0 0	5*l.* and surrender of former lease. Lease dated 29th of September 1777.	Cropp, Crocker, Cornish and Whithair.	43 6 0
Do.	Do. Do. and gardens	Messrs. Woolly & Capron	2	2 0 0	5s. and covenant for building. Lease dated 24th of June 1796.	Woolly, Wills, Moxey and Please.	62 0 0
Do.	3 dwelling houses and garden	Thos. Bcedle	1	1 0 0	2*l.* 2s. and covenant to build. Lease dated 29th Septembet 1786.	Mordle, Wood and Patey.	16 0 0
Do.	One dwelling-house and garden	Mat. Marshall	1	1 0 0	10s. and covenant for building, Lease dated 29thSeptember 1786.	John Marshall	6 0 0
Do.	Two dwelling houses and gardens	Do.	3	0 15 0	In consideration of building. Lease dated 28th September 1793.	Wood and Taylor.	14 0 0
Do.	Two dwelling-houses and gardens	Do.	2	0 14 8	5*l.* and surrender of former lease. Lease dated 29th September 1786.	Cocker and Gaulett.	12 12 0
Do.	One dwelling-house and garden	Do.	3	0 10 0	20s. and surrender of two leases, and covenant to build. Lease dated 29th September 1786.	William Nichols.	7 0 0
Do.	One Do. and bakehouse	Do.	3	0 10 0	5s. and surrender of former lease. Lease dated 29th July 1786.	Nicholas Curwood.	20 0 0
Do.	7 dwelling-houses and gardens	Rev. J. Ley and Mrs. Mellulsh's Executors.	1	1 10 0	19*l.* for one life in reversion of two.— Lease dated 14th November 765	Acland, Berry, Carpenter, Berry, Southwood, Richards and Mead.	48 10 0
Do.	A garden..	Ge. Dunsford.	Last life fell in july1819	1 0 0	2*l.* and surrender of former lease. Lease dated 20th October 1786.	Samuel Warren.	7 0 0
Do,	4 dwelling-houses & gardens	Do.	2	6 0 0	40*l.* and surrender of former lease. Lease dated 20th October 1786.	Osmond, Mogford, Stripling, and Govier.	20 0 0
Do.	Twodweiling-houses and gardens	Faith Hosgood	3	0 12 0	3*l.* and covenant to build. Lease dated 25th March 1796.	Hosgood and Elaton.	10 0 0
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(A.)—Rental and Particular of Lands, &c. belonging to the Trustees of theMarket of Tiverton.

Date of Leases.	Lessees.	Premises.	Term.	Yearly Rent. £. s. d.	Present Tenants.	Observations
9th Decr. 1732	Richd. Skinner	4 dwelling-houses now in 3 tenements	99yrs. absolute.	8 8 0	William Dunsford, Mrs. Govier, and George Voysey.	These are all building leases, granted after the former buildings on the premises had been destroyed by fire in 1731
Do.	John Noble.	1 dwelling-house now in 2 tenements	Do.	3 13 8	Wm. Bidgood. Wm. Dunsford	
Do.	Edwd. Kirby.	Do.	Do.	3 13 8	Francis Upham.	
Do.	Jno. Dunsford	Do.	Do.	3 13 8	Thomas Cook.	
29th Sep. 1735	Wm. Upcott.	1 Do. now part of the Three Tuns Inn	Do.	10 0 0	William Reeves.	
21st Oct. 1808	James Sellick.	The Market-house and 2 houses adjoining, and 7 eigths of the tolls of the corn-market,	21 years determinable at seven or 14 years.	57 10 0	John Craze.	The Trustees do the repairs of the Market-house.
2th Oct. 1813*	James Sellick.	The other tolls of the markets 7 eigth parts thereof	7 years.	140 0 0	James Sellick.	Clear Rent.
				226 19 0		
		Also a deed poll of the Tiverton Paving Act for 50*l.* which carries an interest of 5*l.* per cent.		2 10 0		
				229 9 0		

* N. B.—These Tolls have been lately relet for £282 per annum, for a term of 7 years from Lady-day 1820; the 7 eighth parts whereof amount to £246 15s.

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JOHN WALDRON'S ALMSHOUSE.

CHEEKE AND DALLY'S RENTAL.

	£.	s.	d.
Mrs. Whitrow, for a messuage in St-Peters-street, (formerly Park houses	1	0	0
Messrs. Jackson and Vicary, a messuage on the Leat, late Bird's (formerly Dunsford's)	0	14	0
Mrs. Shapley, a field in Wilcombe-lane, formerly Bellamy's (late Beckworth's)		8	6
Mr. Bernard Besly, an orchard near Water-lane, and a messuage in Barington-street, late John Besly's, 10s. each	1	0	0
Mr. Samuel Burgess, a messuage on the Leat, (formerly Bidgood's)	0	10	0
Mr. George Barne, Cottey-house, lately Dimond's late Coffin's, (formerly Chilcott's	1	0	0
Mr. Wm. Turner, a messuage in St-Peter's-street, (late Burridge's)	0	15	0
Mr. Henry Copp, part of Upcott's, called Witting's-court, formerly Broad's (late P. Blundell's, esq.	1	6	8
B. B. Dickinson, esq. part of the late Upcott's, (more for two fields, called Withy Mead and the Acre, about seven acres more for a plot late Tucker's, formerly Govier's.)	3	17	8
Mr. George Dunsford, for six messuages in Bampton-street (formerly Enchmarsh's)	2	0	0
Richard Henry Strong, esq. a field, late Vyvian's and Hoard's (part of late Upcott's)	0	10	2
Mr. Phillips, late Heathfield's (late Mrs. Lewis)	0	8	0
George Beck, a messuage on the Leat, adjoining the Green Dragon	0	8	0
Mrs. Phillips, for part of late Upcott's (late Mr. Davey's)	0	14	4
Mrs. Elizabeth Grant, a messuage in Fore-street, late Heathfield's	2	0	0
Mr. Thomas Hellings, messuage in Westexe, late Denny's (formerly London's)	2	0	0
Mrs Maria Heath, for Salter's meadow	1	0	0
Do. Do. for Cock's meadow, late Daddo's	0	16	0
Peter Jess, for a plot in Elmore, late Beck's, (formerly Beard's)	0	1	6
John Lowther, esq. for Waldron's hams, late Glasse's	1	0	0
John Mills, for a messuage in Barrington, late Andrew's (formerly Gill's)	0	10	0
Charles Osmond, esq. a messuage in Fore-street, late Osmond's, (formerly Manning's)	1	0	0
Wm. Osmond, for a tenement in the island, late Tross Long, esq.	1	0	0
Claus Pell, esq. a messuage late Lardner's, (formerly Gorton's,)	1	0	0
Henry Pellew, a messuage in Barrington, late Parson's, (formerly Mardon's)	1	0	0
Mr. James Pulling, a messuage in Fore-street near the Cross, late Mrs. Elizabeth Adams	1	0	0
Mr. Venman, a messuage in Gold-street, the White-horse Inn, late Hawkes's (formerly Wm. Kirkpatrick, esq.	1	0	0
Sharland and Cook, for a messuage adjoining the White- Horse, late Sellick's, (formerly Pepper's)	1	0	0
Mr. Nathan Frost, a messuage in Gold-street, late Gribble's	0	10	1
Mr. John Ware, for a house in Gold-street, late Gill's	1	1	4
Mr. Seward, for a messuage on the Leat, late Bird's (formerly Manley's)	0	4	0
James Sayer, victualler, a messuage on Welbrooke, (late Lee's)	1	0	0
Thomas Squire, a messuage on do. (late Lee's)	0	6	0
Mr. Valentine, a messuage in Fore-street, near Harnet's-lane, (formerly John Withers's)	0	12	0
Mrs. Agnes Worth, a messuage in do. late Mr. Rich's formerly Green Dragon (more for a garden plot there)	0	16	0
Robert Pell, esq. a messuage and tenement at Chittiscombe, late Henry Osmond's, esq. (formerly C. Sanders's)	0	10	0

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Cheeke and Dally's Rental,—*continued.*

	£.	s.	d.
Mrs. Worth, a messuage in Hamet's-lane, late Jess's now a garden plot	0	2	0
Mr. John Wood, attorney at law, a messuage in Gold-street, late Burgess's	0	12	0
Mrs. Whitter, for three fields in Elmore, late Gales, 2*l.* 6s. 8d. more for a garden plot adjoining 10s.	2	16	8
Mr. Seward, for a messuage in Barrington-street, late James Cotty's (formerly Sampson's)	0	5	0
Wm. Wotton, for a messuage in Elmore, late Webber's, 15s.	0	0	0
Do. for do. late Newton's, now a garden, 1*l.* 6s.	0	0	0
N. B.—The claim to the two last rents is disputed.	37	15	0

BLUNDELL'S SCHOOL.

28th August 1819.

Extracts from the will of Peter Blundell, bearing date the 9th of June, 1599.

"I give to the governours of the possessions of Christe's Hospital, within Newgate, in London, five hundred poundes, to this intent and purpose, that they doe bestowe the foresaid five hundred poundes in land or howseinge to and for the use of the children and mayntenance of that hospital. I give to the governours of the possessions of St. Bartholomewe's Hospital, in London, twoe hundred and fiftie poundes, to this intent and purpose, that they bestowe the foresaid twoe hundred and fiftie poundes in lande or howseinge, to and for the use of the pore in that ospital, and mayntenance of that ospitall.—I give to the governours of the possession of St. Thomas Ospitall, in Southwarke, twoe hundred and fiftie poundes, to this intent and purpose, that they do bestowe the said twoe hundred and fiftie poundes in lande or howseing to and for the use of the poore in that ospitall, and mayntenance of that ospitall and the poore there"

* * * * *

"I give to the wardens and cominaltie of the mistery of mercers of the cittie of London one hundredth and fiftie poundes, upon condition and to the intent that they, with parcel thereof, forthwithe after my deathe, doe purchase landes howses or other sure hereditaments or rents, out of or which fortie shillings every yeare shall be paied by the wardens of the same mystery for the tyme beinge for ever, to the poore people in Bedlem in London, to be paid quarterly by even portions, and the residue by the same wardens and comynaltie soe imployed and bestowed as the wardens of the same mystery for the tyme beinge for ever, shall have and take the benefitt thereof for theire laboure and paines, in and aboute, the establishing and yearly paieing of the said forty shillings yearly for ever as aforesaid, and otherwise this my guifte as unto the same wardens and comynalty to be voyde; and the same hundred and fiftie poundes then I give unto my executors for the provideing appoyntinge and suer establishinge of the same yearely payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them or the most parte of them, or the survivors of them shall be thoughte meete. I give to the wardens of the commonalty of the mistery of grocers of London, one hundred and fiftie poundes, uppon condition and to the like intent that they, with parcell thereof, forthwith after my deathe, do purchase landes howses or other suer hereditaments or rent, out of or of which fortie shillings every year shall be alsoe paied by the wardens of the same mistery for the tyme beinge for ever, to the poore people in Bedlem aforesaid, to be paide quarterly by even portions, and the residue to be by them the same wardens of the comonalty of the mistery of grocers soe imployed and bestowed as the wardens of the same mistery for the tyme beinge for ever shall have and take the benefitt thereof, for theire labour and paynes in and aboute the establishinge and yearely paieinge of the said fortie shillings yearly for ever as aforesaide, and otherwise this my guifte as unto the same wardens of the comynaltie of mistery of the grocers to be voyde; and the same hundered and fiftie poundes then I give to my executors for provideing appoyntenge and suer establishinge of the same yearly payment of fortie shillings for ever as aforesaide, by such goode and sufficient wayes and meanes as to them, the most parte of them, or the survivors of them shall be thought meete. I give unto the masters and wardens, brethren and sisters of the mistery of drapers of London, one hundred and fiftie poundes, upon condition and to the like intent that they, with parcell thereof, forthwith after my deathe, do purchase landes, howses, or other suer hereditaments or rents, out of or of whiche

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fortie shillings every yeare shall be paid by the masters and wardens of the same mistery for the tyme being for ever, to the poor prisoners in the Cownter, in the Powltry, in London, to be paied quarterly by even portions, and the residue to bee by the same masters, wardens, brethren and sisters soe imployed and bestowed as the masters and wardens of the same mystery for the tyme being, from time to time for ever, shall have and take the benefitt thereof for theire laboure and paynes in and about the establishinge and yearely paieing of the said fortie shillings yearly for ever as aforesaid, and otherwise this my guifte as unto the same masters, wardens, brethren and sisters to be voyde; and the same hundred and fiftie powndes then I give to my executors for the provideing apoyntinge and suer establishinge of the same yearly payment of fortie shillings for ever as aforesaid, by such good and sufficient wayes and meanes as to them or the most part of them, or the survivours of them as shall be thought meete. I give to the wardens and commonaltye of fishmongers of the cittie of London, one hundred and fiftie powndes, upon condition and to the like intent they, with parcell thereof, after my deathe doe purchase landes howses or other suer hereditaments, or rents, out of or of whiche fortie shillings every yeare shall be likewise paied by the same wardens for the tyme being for ever, to the poor prisoners in the said Compter in the Powltry, in London, to be paied quarterly by even portions, and the residue to be by the same wardens and comonaltie soe imployed and bestowed as the same wardens for the tyme beinge, from time to time for ever, shall have and take the benefitt thereof for theire laboure and paynes in and aboute the establisheing and yearly paieing of the said fortie shillings yearly for ever as aforesaide, and otherwise this my guifte as unto the same wardens and comonaltie to be voyde; and the same hundred and fiftie then I give to my executors for the provideing appoyntinge and suer establishinge of the same yearly payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them or the most parte of them, or the survivors of them shall be thought meete. I give unto the wardens and comonaltie of the mistery of goldsmiths within the cittie of London, one hundred and fiftie powndes, upon condition, and to the like purpose and intent, that they with parcell thereof, forthwith after my deathe, doe purchase landes howses or other suer hereditaments or rents, out of or of which fortie shillings every year, shall bee paide by the wardens of the said mistery for the tyme being for ever, to the poore prisoners in the Cownter in Wood-street, in London, to be paide quarterly, by even portions, and the residue to bee by them same wardens, mistery and comonaltie soe imployed and bestowed as the wardens of the same mistery for the tyme being, from time to time, shall have and take the benefitt for their labour and paynes, in and aboute the establishing and yearly paieing of the said fortie shillings yearly for ever as aforesaid, and otherwise this my guifte as unto the same wardens and comonalitie to be voyde; and the same hundred and fiftie powndes, then I give to my executors for the provideinge appoyntinge and suer establishing of the same yearly payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them or the most part of them, or the survivors of them, shall be thowghte meete. I give unto the master wardens and commonaltie of the mistery of Skinners of London, one hundred and fiftie powndes upon condition, and to the like intent also, that they with parcell thereof forthwith after my deathe, doe purchase landes howses or other suer hereditaments, or rents out of or of which fortie shillings every year shall be also paid by the masters and wardens of the same mistery for the tyme beinge for ever, to the poore prisoners in the said Cownter in Wood-streete, in London, to be paid quarterly by even portions, and the residue to be by the saide master and wardens and comonalitie soe employed and bestowed as the master and wardens of the same mistery for the tyme being for ever, shall have and take the benefitt thereof, for their laboure and paynes in and abowte the istablishinge and yearly paieing of the said fortie shillings yearly for ever as aforesaid, and otherwise this my guifte as to the same masters and wardens and comonaltie to be voyde; and the same hundred and fiftie powndes then I give to my executors for the provideing appointment and suer establishing of the same yearly payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them, or the most part of them, or the survivors of them shall be thowte meete. I give unto the master and wardens of the fraternitie of St. John Baptiste, commonly called Marchant Taylors, within the cittie of London, one hundred and fiftie powndes upon condition, and to the like purpose and intentie, that they with parcell thereof forthwith after my deathe, doe purchase landes howses and other suer hereditaments or rents, out of or of which fortie shillings every year shall be paide by the masters and wardens of the same fraternity for the tyme beinge for ever, to the poor prisoners in Newgate, in London, to be paid quarterly by even portions, and the residue to be by the same master and wardens of the same fraternity so ymployed and bestowed as the masters and wardens of the same mistery for the tyme beinge, from tyme to tyme for ever, shall have and take the benefitt thereof for theire laboure and paynes in and abowte the establishinge

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and yearly payeing of the same saide fortie shillings yearly for ever as aforesaide and otherwise this my guifte as unto the same master and wardens of the fraternitie aforesaid to be voyde; and the same hundred and fiftie powndes then I give to my executors for the provideinge appoynteing and suer establisheinge of the same yeasely payment for ever as aforesaide, by such good and sufficient waies and meanes as to them or the most part of them, or the survivors of them shall be thought meete. Item, I give unto the master and wardens of the fraternitie of the mistery of Haberdashers of the cittie of London, one hundred and fiftie powndes, uppon condition and to the like intent, that they with parcell thereof forthwith after my deathe, doe purchase landes howses or other suer hereditaments or rents, out of or of which fortie shillings every year shall be paide by the masters and wardens of the same mistery for the tyme being for ever, to the poore prisoners in Newgate aforesaid, to be paied quarterly by even portions, and the residue to be by the same master and wardens soe ymployed and bestowed as the same master and wardens of the same mistery for the time being, from time to time for ever, shall have and take the benefitt thereof for their labours and paynes in and abowte the establishing and yearly payments, or payinge of the saide fortie shillings yearly for ever as aforesaid, and otherwise this my gifte as unto the saide masters and wardens to be voyde; and the same hundred and fiftie powndes then I give to my executors for the provideing appointing and suer establishing of the same yearly payment for ever as aforesaid, by such good and sufficient ways and meanes as to them, or to the most part of them, or survivors of them shall be thought meete. Item, I give unto the wardens and comonalty of the mistery of Salters in the cittie of London, one hundred and fiftie powndes, upon condition and to the like purpose and intente, that they with parcell thereof forthwith after my deathe, doe purchase landes howses or other suer hereditaments or rents, out of or of which fortie shillings every year shall be paied by the wardens of the same mistery for the tyme being for ever, to the poore prisoners in Ludgate, in London, to be paied quarterly by even portions, and the rest to be by the same wardens and comonalty soe ymployed and bestowed as the wardens of the same mistery for the tyme being, from tyme to tyme for ever, shall have and take the benefit thereof for their labour and paynes, in and about the establisheing and yearly paieng of the said fortie shillings yearly for ever, as otherwise and this my guifte as unto the same wardens and comiualty to be voyd; and the same hundred and fiftie powndes then I give to my executors for the providing, appointing and sure establishing of the said yearly payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them shall be thought meete. Item, I give unto the master and wardens and cominalty of mistery of Iremongers of London, one hundred and fiftie powndes, upon condition, and to the like intent, that they with parcell thereof forthwith after my deathe doe purchase landes howses or other suer hereditaments or rents, out of or of which fortie shillings every year shall be paid by the masters and wardens of the same mistery for the tyme being for ever, to the poor prisoners in Ludgate aforesaid, to be paid quarterly by even portions, and the residue to be by the same master wardens and cominalty soe ymployed and bestowed as the master and wardens of the mistery for the tyme being, from tyme to tyme for ever, shall have and take the benefit thereof for there labour and paynes in and about the establishing and yearly paying of the said fortie shillings yearly for ever as aforesaid, and otherwise this my guifte as unto the same master wardens and cominalty to be voyd, and the same hundred and fiftie powndes then I give to my executors, for the providing appointing and suer establishing of the same yearly payment for ever as aforesaid, by such good and sufficient wayes and meanes as to them; or the most part of them, or the survivors of them, shall be thought meete. Item, I give unto the master wardens and cominaltie of the misterie of vinteners of the cittie of London, one hundred and fiftie powndes, upon condition and to the like intent, that they with parcel thereof forthwith, after my death, doe purchase landes howses or other suer hereditaments or rents, out of or of which fortie shillings every year shall be paid by the maister and wardens of the same mistery for the tyme beinge for ever, to the poor in Bridewell, in London, to be paide quarterly by even portions, and the residue to be by the said maister and wardens and cominaltie, soe imployed and bestowed, as the master and wardens of the same mistery for the tyme being, from tyme to tyme for ever, shall have and take the benefit thereof for their labour and paynes in and about the establishing and yearly paying of the saide fortie shillings yearly for ever as aforesaid, and otherwise this my guifte, as unto the same maister wardens and cominaltye, to be voyde; and the hundred and fiftie powndes then I give to my executors, for the providing appointing and sure establishing of the same yearly payment for ever as aforesaid, by such good and sufficient waies and meanes, as to them, or the most part of them, or the survivors of them, shall be thought meete. Item, I give unto the wardens and cominalty of the freemen of the mistery of Clothworkers of the cittie of London, one hundreth and fifty powndes, upon

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condition, and to the like purpose and intente that they, with parcel thereof, forthwithe after my deathe do purchase landes howses and other suer hereditaments or rents, out of or of which fortie shillings every year shall be paid by the same wardens of the same mistery for the tyme beinge for ever, to the poore people in Bridewell aforesaid, to be paid quarterly by even portions, and the residue to be by the same wardens and cominalty soe imployed and bestowed as the wardens of the same mistery for the tyme beinge, from tyme to tyme for ever, shall have and take the benefitte thereof for theire labours and paines in and aboute the establishing and yearly paieing of the sayd fortie shillings yearly for ever as aforesaid, and otherwise this my guifte, as unto the same wardens and cominaltie, to be voyde, and the same hundred and fiftie powndes then I give to my executors, for the providing appointing and suer establishing of the same yearly payment for ever as aforesaid, by such good and sufficient waies and meanes as to them, or to the most part of them, or the survivors of them shall be thoute meete. And my will and harty desier is that my good intente and purpose in this my last will and testament expressed, shall be executed, established, settled and made suer according to my meaning therein expressed, as near the same as may be, by the advise of my executors and overseers named in this my last will and testament, and of the survivors of them, wherein I doe also most humbly desier and praie the directions of my dear frende Sir John Popham, knight, Lord chief justice of England, whome it hath already pleased to promise me his lawful help and furtherance for the better execution of this my last will."

* * * *

"Item, I give to the maior bailiffs and cominaltie of the cittie of Exon, the some of nyne hundreth powndes of lawfull money of England, to be delivered by my executors presently after my deathe to be and continue to the same maior bailiffe and comonaltie, and to their successors for ever, to their severall uses purposes and ymployments followinge, that is to saie, five hundred powndes thereof, the said maior bailiffs and cominalty of the sayde cittie and their successors for ever, for the most parte of them, Shall for ever on the Wensdaie nexte after the feaste of St. Michael the Archangell, put forth the saide five hundreth powndes until the Wensday nexte before the fowerth feast of St. Michael the archangell, then alwaies next following, that is to saie, for fower yeares lackeing six daies, to twenty-five such poore artifisers and people of handycrafts of honest name and reputation, willing to take the same, being continually dwellers and householders within the said cittie and suburbs thereof, as to the same maior bailiffs and cominality for the tyme being, or to the most parte of them shall be thoughte meete, that is to saie, to eache of the same, twenty-five persons, twentie pounds to eache of them, takeing from tyme to tyme good and sufficient assurance, such as the sayd maior bailiffs and cominality will answeare for true repayment to them and to their successors, from tyme to tyme, both of the principal, and also for and after the rate of tenne pounds by the yeare, for the same five hunred powndes, to be alwaies paied on the said Wensdaie nexte before the said fowerth feaste of St. Michael th'Archangell, next after the putting forthe thereof as aforesaide, between the howres of one and fower of the clocke in the afternoon of the same Wensdaie as aforesaide, and if any decaie shall happen by deathe or otherwaies, of the same assurance, within any the said fower yeares, then for supplie to bee made, whiche shall from tyme to tyme be made accordingly of and with other good assurance, alwaies, and from tyme to tyme for ever, as to the said maior bailiffe and cominalty for the tyme being, or to the most parte of them for ever shall be thoughte meete, and touchinge the saide four hundred pounds, residue of the said stocke of nyne hundred pounds, the said major bailiffs and cominalty for the tyme being, or the most parte of them as aforesaide, shall also on the Wensdaie nexte after the saide feast of St. Michael th'Archangell, alwaies, for ever, put forth the same fower hundred powndes alsoe for ever, until the said Wensdaie nexte before the fowerth feast of St. Michael, that is to saie, for fower years, lacking six daies as aforesaid, to twenty artificers, weavers, tuckers, and tuckers of the said towne of Tyverton, and in default of such, to others there, of other honest trades and misteries, of honest name and reporte and reputation, willing to take the same, being also dwellers and householders in the said towne of Tyverton, that is to wit, to eache of them twentie powndes, to each of them takeing such good and sufficient assurance, as well for repayment of the pryncipal and for and after the rate of eighte powndes by the yeare for ever, for the said fower hundreth powndes, and to be paied at such daie and tyme and place, and for such supplie of new and other assurance, as is before lymitted and appointed of and for the saide assurance stocke of five hundred powndes; and my meaning and desier is, that the said fower hundreth powndes stock, bee alwaies delivered and putt forth to such of Tyverton aforesaide, as by tenne, I sae tenne such inhabitants of the saide town of Tyverton for the tyme being, as shall be taxed most, to subcide to her majestie, her heirs and successours, shall be nomi-

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nated to the said maior bailiffs and cominalty, twelve weeks, I say twelve weeks with the least, alwaies before the saide daie lymitted for puttinge forthe the said stocke as aforesaide, and upon the saide nominators, good and sufficient sureties, shall alsoe be nominated, and uppon every putting forthe bee bounde with the prencypal unto the said major bailiffs and comonalty, for such repayment as aforesaide, or otherwise the saide nomination not to be admytted, and then the same putting forthe to be to such twentie persons of the saide towne of Tyverton, as to the saide maior bailiffe and comonalty as shall be thoughte meete, they takeinge such good assurances to all intente as they will answer for as aforesaide. And toucheinge the overplus of eighteene pownds by the yeare, to be yerely received for ever, of interest of the saide severall stocke as aforesaide, my will and intent of that same alsoe is, that soe long as there shall be no decaie of the saide stocke, or either of them, the same increase shall goe to the uses and employments followinge, that is to saie, fortie shillings thereof, yerely for ever, to the towne clerke of the cittie of Exon aforesaide, for the tyme beinge, for keeping and writing of a faier and perfecte booke and bookes, for ever, conteininge the disbursments and receipt of the said stockes, and the said denominations of principals and sureties assurances and other necessary circumstances of and conteyninge the premises, for that my will and meaninge is, that nothing shall be taken off any party or partyes, receiving any part of the said stocke, for the makeinge or writing of any his or their assurance or assurances, and the other sixteen powndes residue, to the said maior bailiffs and comonalty, for and towards their peines, discretions, foresight and travell, in and abowte the good disposeing and preserving of the saide stockes, according to this my true intente and meaning, for and towards theire supper, alwaies on the said Wensdaie limitted for receipt of the said money, to bee taken where they shall think meete, and towards one dinner, to them yerely for ever, on St. Peter's day, in remembrance of me and towards such other such good uses as to them shall be thought meete. But yf and when any decaie shall bee of the saide stocke or stockes, then to goe and bee to the supplie of every such decaie, until the same stocke and stockes shall be restored and made upp againe, and this course to be observed from tyme to tyme for ever; and if the said maior bailiffs and comonalty, after my death, shall not accepte the chardge of the said stockes and premises as aforesaide, or shall not deliver such assurance for the performance thereof, as the said lord chief justice, and in his defaulte as my executors and overseers named in this my will, or the most part of them, shall limitt advise and appoint, according to this my last will and testament, or as neare the trewe meaninge thereof as conveniently may bee; then my will is, that my saide executors and the survivors of them, shall yerely execute and supply my meaninge herein expressed, touchinge the said stockes by such other good waies and means, as to them and my saide overseers, or the most part of them, with the advice of the said lord chief justice, if he shall be then livinge, and shall be thoughte fitt; and then the saide maior bailiffs and comonalty, to have none other benefitt than to them, or the most part of them, I meane my executors and overseers, shall seeme goode, and if any taker of any parte of the said stockes shall make defaulte of the payment thereof, contrary to the true meaning of any such assurance aforesaide, then beside the danger thereby incurred, my will and meaninge is, that neither he, nor any of his, shall at any tyme after, have or take any benefitt of or by the said stocke or stockes: And my will and meaninge is that noe baker, brewer, butcher, taylor, or innkeeper, vintner, taverner, hosteller or tanner, or seller of beare, or any other victuals, or such as sell divers kindes or sortes of wares, which some call them mercers, and some call them marchaunts whatsoever, shall be any taker of any part of the stocke or stockes. Item, I will that my executors or the survivors of them by the advise and directions of my overseers and of the survivors of them, with all convenient speede, upon a fytt and convenient platt and piece of grounde in Tyverton aforesaide, by my executors for that purpose to be purchased and procured, shall erecte and buyld a faier school house, to conteyne for the place for teaching only, in length one hundred foote, and in breadth fower and twenty foote, a hawle, buttery and kitchen, all of convenient space and bigguess, to be joined unto it, with fit and convenient roomes over the same hawle, buttery and kitchin, all the windows well and strongly glassed and barred with iron barrs, and well covered, the floor of the school to be well plancked with plancks of oke, supported and borne from the ground with strong ledges or beames, with soe many fitt and strong settles and formes as shall be convenient, having regard to the bigness of the same schoole, and number of schollars to be taughte therein, and to be divided on or neere the middest, with some fit partition of fower foot in height or thereabouts, yf it shall bee soe thoughte fitt, and this schoole to be strongly wainscotted rownde abowte, and the same wainscotte to extend abowte five or six foote above the settles or formes, and with such settles formes and seates, and in such manner to be framed placed and devised as shall be

(*Continued in page* 88)

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RENTAL and PARTICULAR of Estates, Annuity, and Monies in the

Note.—All the Lands

Manor of West Prawl Estates, let at Rack Rent. TENANTS.	ESTATES.	Number of Acres.	Parish.
Philip Elliott	Moor	212	Portlemouth ..
J. Sumpter	Great Walland	50	Ditto .. ..
J. Goodyear	Blanches at Ford	26	Chivelstone ..
P. Foale	Sigdon	31	Charlton .. ..
James Townsend	Insteart	14	East Allington
Nicholas Tremmills ..	Sheath's tenement, and two cottages, and part of Chillington meadow	6	Stockingham...
T. Edmunds	The Moor part ditto	¼	Ditto .. ..
		339¼	

Estates let on leases for 99 years, determinable on lives. Lessees or Assignees.	ESTATES.	Number of Acres.	Parish.
J. Parker	Barton of Prawl and Little Walland	318 4	Portlemouth Ditto .. ..
T. Partridge	High House and Seacombe	169	Ditto .. ..
T. Cornish	Heathfield's and Spinstow's	34	Charlton .. ..
Richard Heath	Hex's tenement	4	Stockingham ..
A. Randall	Kelland's Cott	1	Ditto .. ..
J. Hamlyn	Good Shelter	3	Portlemouth ..
Mr. A. Torring	Cottage in Chillington ..	1	Stockingham ..
John Payne	Kent's Dwelling-house ..	—	Kingsbridge ..
		534	

CHIEF RENTS.		RENT.
		£. s. d.
Divers Persons	Dartmouth Lands	0 3 4
Ditto	Gillard's Lands	0 15 0
		£0 18 4

Land-tax redeemed on Estates in the said Manor, now paid by the Tenants in addition to their Rents.

	£.	s.	d.
Barton of Prawl	10	0	0
Great Walland	2	8	0
High House	7	4	0
Good Shelter	0	7	0
Paine's House	0	12	0
Cottages	2	1	8
	£ 22	12	8

TIVERTON.

	£.	s.	d.
A fee farm rent out of a farm, called Fordland, paid by Mr. John Cook, the owner	12	0	0

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Funds, belonging to BLUNDELL'S SCHOOL, in Tiverton.
are in the County of Devon.

TERM.	Present Annual Rack Rent. £.	s.	d.	OBSERVATIONS.
7 years from Michaelmas 1817	155	0	0	This was let in 1819, for 290*l.*, but was afterward reduced, and the tenant became insolvent. It was let by auction in 1817.
21 years from Lady-day 1799	33	0	0	Let for seven years from Lady-day 1820, at 75*l.* per annum, clear.
10 years from Lady-day 1815	40	0	0	Rent reduced from 60*l.*
10 years ditto	36	0	0	Rent reduced from 48*l.*
10 years ditto	25	0	0	Rent reduced from 36*l.*
7 years from Lady-day 1817	44	0	0	
Ditto ditto	1	5	0	
	£ 334	5	0	

Lives now subsisting.	RENT. £.	s.	d.	FINES PAID ON LAST RENEWALS.
2	40	6	8	300*l.* for one life in reversion of two, in 1782.
2	13	6	8	420*l.* for two lives in reversion of one, in 1766.
2	5	0	0	5*s.*, and surrender of existing lease in 1757.
3	0	13	4	100*l.* for three lives in 1772.
3	0	6	8	70*l.*, and surrender of lease for two lives, in 1810.
1	0	6	8	147*l.* for three lives in 1781.
1	0	4	11	28*l.* for two lives in reversion of one, in 1788.
3	1	10	0	85*l.* for two lives in reversion of one, in 1811.
	£ 61	14	11	

MONIES IN THE FUNDS. SUM. £.	s.	d.	STOCK.	ANNUAL DIVIDENDS. £.	s.	d.
2,670	3	9	Old South Sea Annuities	80	2	0
2,000	0	0	Three per cent. Consols	60	0	0
164	0	0	Ditto ditto	4	18	4
2,478	3	5	Three per cent. reduced, in the name of the Accountant General ..	74	6	10
				£ 219	7	2
			Annuities	12	0	0
			Land Tax	22	12	8
			Chief Rents	0	18	4
			Conv. Rents	61	14	11
			Rack Rents	334	5	0
				£ 650	18	1

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(*Continued from page* 85.)

thought most convenient; the haulle to be alsoe plancked or paved, and alsoe wainscotted rounde abowte as high as the lofte, and to have in the hall and chamber over the same, one or other chimney, and in the kitchen, one faier great chimney, with an oven, and a chamber over the kitchen, with a chimney therein, as to my said executors and overseers, or the survivors of them, shall be thought meete; and that there shall be adjoining to this schoul-house, a convenient garden and wood yard, with a fit house and easements therein, of and for the ease of the schollars, upon or as near the river of Ex there, or Loman, as may be; and the said schoolhouse, garden, wood-yard and house of ease to be rounde aboute well walled and inclosed with a strong wall, the goinge in and fofthe to be at one only place, with a fair strong gate, with a little dore, as is usual in the schooles, and for that my desier is, that theis things shall be very well, strongly artificially and substantially done, my will is, that my executors shall bestowe therein twenty-fower hundred poundes within the least, if the premises requier; and my will and meaning is, that in and aboute theis severall buildings, plott, frame and all the parts thereof, the advise and directions of my saide right deare and honorable friende Sir John Popham, knighte, lord chief justice of England, shall be taken and followed, and to him I give power and authority to alter and change what parte or partes thereof, for the manner of building, largeness and conveying the premises he shall think good, and his directions in every thinge for the effectinge of my said purpose herein, and in all other things hereafter in my will mentioned, towchinge the same, or other circumstances thereof, hereafter mentioned, to be still followed and executed. Item, my will and meaning is, that in the said schooles shall not be taughte above the number of one hundred and fifty scholers, at any one tyme, and those from tyme to tyme of children born, or for the most parte before theire age of sixe yeares broughte upp in the towne or parish of Tyverton aforesaid; and if the same number be not filled upp, my will is, that the wante shall be supplyed with the children of forreyners, and those forreyners only to be received and admytted from tyme to tyme for ever, with the assent and allowance of such tenne householders of the saide towne of Tyverton aforesaide, as for the tyme beinge shall be most in the subsiddie bookes of our sovereigne lady the Queene's majesty, and of her successors for ever, and not otherwise; and my meaninge and desier is, that they, from tyme to tyme, will make choice of the children of such forreyners as are of honest reputation, and feare God, without regarding the riche above or more than the poore, and that there shall bee noe scholer bee or continue in the said schoolle, as a scholer but boyes, and none above the age of eighteen yeares, or under the age of six yeares, and none under a grammer scholler; and my will and meaning is, that the said schoolmaster who shall for hys tyme beinge have the use of the roomes and buildings aforesaide, and alsoe one usher, who shall have in the saide buildinge, one chamber to himself only; and the schoolmaster for the tyme being shall have yearely for ever fiftie powndes to be paide quarterly, and the usher twentie markes, to be paied in the like manner quarterly; and my hope and desier and will is, that they hould themselves satisfied and contente with that recompense for their travell, without seeking or exacting any more either of parent or children, which procureth favour to givers and the contrarie to such as do not or cannot give, for my meaning is, yt shall be for ever a free schole, and not a schole of exaction. And for the better makeing, establisheing, meyntenance and continuance of the saide free grammar schole and schoeling for ever, I doe by this my last will and testament, give appoynte and devise all my landes tenements and hereditaments in the countie of Devon, unto Sir Frauncis Popham, knight, Anthony Pollard, esquier, Richard Blewitt, esquier, Charles Beere, esquier, Roger Ashford, esquier, Roger Warre, esquier, Roger Gifford, esquier, James Clarke, esquier, Henry Worth, esquier, John West the elder, Humphrey Colman, John Waldron, Edward Amy, Nicholas Skinner, George Slee, Richard Hill alias Sporwaie, Richard Prows, my cousin, John West the younger, Peter West, Robert Chilcot alias Comyn, John Demoud, John Blundell, Peter Blundell, William Tanner, Roger Slee, William Cras, Anthony Crasse, and to their heires and assigns for ever, who I hope will accept the same as feofees, whom I have specially chosen to bear trust and confidence in the premises, out of which the fiftie powndes, and the said thirteen powndes sixe shillings and eight-pence shall be quarterly paied as aforesaid, and fortie shillings yearly for ever to a perfecte clarke for the tyme being, to be appoynted by the said feoffees, or the most parte of them, from tyme to tyme, for keeping a true and perfecte booke of survey, and of granting and demising the saide landes, and of the monie received and paied of and for the same, and of other their proceeding in and aboute the premises, taking alwaies warrant of all his doeings from the saide feofees or the most part of them, with their handes alwaies to bee subscribed, as well in that behalf as for and concerninge the other thinge to them comitted by this my last will and testament; and other

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eight powndes yearely to goie always to the repairations of the saide schoole, and other things necessary concerning the same for ever, and what else shall be needfull or requisite in or abowte the said schole, or other circumstances thereof, I leave to the direction of the saide lord chief justice, which my executors shall perform and accomplish. And soe as much as the true laboure and exercise of husbandry is a thinge very profitable in the common welth, and acceptable and pleasinge to Almightie God, and yet at this present in most places much neglected and decaied, my will and desier is, that twentie powndes yearely shall bee ymployed and disbursed by the said feoffees yearely for ever, as followeth, that is to saie, the sum of five powndes yearly for ever, of such fower poore boys born and for the most part brought up in the said towne or parrish of Tyverton, of the age of fifteen years or under, as to the saide tenne inhabitants for the time being, for ever, shall be thoughte meetest, whose parents shal be dwellinge in the saide towne or parrishe, to be bounde to serve in husbandry for seaven yeares or upwards, the saide five powndes to be delivered to the master he shall soe serve, with assurance to be taken by the said clark for repayment, as followeth, that is to saie, to the servante yf the same seaven yeares service or more, bee by him duely and truely done, with the saide master, or his assignees; and yf the same service bee not donne accordingly in the servants default, in every such case the same five powndes to be repaid and be bestowed towards the relief of poor householders, in Tyverton towne aforesaid, at the discreation of the saide tenne inhabitants, or of the most part of them, and if the same service bee in parte done accordingly, and then the said servaunte happen to die in the said service within the tyme agreed of, then to goe to the executors and assignes of the same servaunte, with that I doubte not but the master of the said servaunte will, during the tyme he hath the said monie, ymploye the same to some good and godly uses for the said servaunt's benefitt, as my meaning is; and if in the saide parish of Tyverton there shall not yearely goe forth in the service of husbandry so many as aforesaide, then the want to bee, from tyme to tyme, of forreyners, of and in other places adjoyning, as to the said feoffees, or to the most parte of them, shall, be thoughte meete, the same order and course to be observed of the same forreyners, as is before limitted of the others. And my will and meaninge is, that the said feoffees for the tyme beinge, or the most part of them, shall, from tyme to tyme, make abolish and set down such orders laws and directions, both touching the schole and matters of husbandry, and all matters and circumstances thereof, and touching all parties to be interested therein, or to have any thing to doe abowte the same, as to them or the most parte of them for the tyme being shall be thoughte meete, for the governance, mayntenance and continuance thereof, according to my true intent and meaning; and that the scholemaster and usher for the tyme being shall bee elected, nominated, appointed, displaced and removed by the said feoffees for the tyme being, for ever, or the most parte of them, having alwaies the approbation and allowance of the ordinarie of the diocese of Devon, for ever, for the tyme beinge, to the said election, nominating and appointinge only; and my will meaning and desier is, that the said feoffees, by mee nominated and appointed as aforesaid, and thear and all other feoffees of the saide landes for ever hereafter, when and as often as by deathe or otherwise they shall come to the number of thirteen with the least, the saide same with the heires of the others deceased feoffees yf they be not unfitt, and for such as shall be unfitt, then others nere inhabitinge, of honest reporte and reputation by alteration of their possession, shall make up with themselves the number of five-and-twentie feeoffees again with the least, soe as the continuance of the said schole and matter of husbandry, and other good purposes aforesaid: and my true meaning herein expressed, resteth in the trust, providence, circumspection and care of the said feoffees for the tyme being, which, I hope, they will accomplishe and perform accordingly, as they will answer the same before the majestie of Almightie God, at the dreadfull daie of judgment, the secrets of all hearts shall be disclosed. And for that my landes in Devon are not yet of sufficient vallewe by the yeare to supplie my said will entente and meaning concerning the said scholeing and matter of husbandry, my will therefore is, that my executors, after my death, shall, with the advise aforesaide, purchase landes or rentes to a full supplie thereof, and what overplus hereafter shall happen to bee, the same shall be imployed to the performance of the rest of my will, or to such other imployments as I shall hereafter appointe. And for the increase of good and godly preachers of the gospell, my will is, that my executors forthwith after my deathe shall disburse and bestowe the some of twoe thousand powndes in and abowte the foundeing and establisheinge six schollers, to be students in divinitie in the universities of Oxford or Cambridge, or in both, for ever; and in abowte the purchaseinge, procureinge, foundeinge, and establishing of landes and tenements, the yearly profitts whereof shall be ymployed for and abowte their said placeing and maintenance for ever, in such manner as to the said lord chiefe justice, or in his defaulte to my ex-

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ecutors uppon good advice, or the most parte of them shall be thoughte meetest: And my meaninge is, their exhibition and payment shall be and continue to them severally from their said first cominge to the saide universities untill they severally shall be, or by the orders and constitutions of theire bowses might bee, bachilers in divinitie, or otherwise shall bee fellowes of any howse or bowses, or shall be beneficed in the country: And as they shall be soe, or in the like manner severally preferred or promoted, or as they in the mean tyme shall fortune to dye, my will is that theire several places shall for ever be supplied with scholers to bee elected and chosen by the saide feoffees, or the most parte of them, with the advise of the scholemaster there for the tyme being, out of the saide grammer schoole of Tyverton, and not elsewhere, and that of the aptest and most towarde in learninge, and such as of themselves or parents, or otherwise, lest able to mainteyne themselves in the said ministrie, and for the foundeinge establishinge and perfectinge of the said sixe schollers for ever, and of the saide landes for theire maintenance, and of the elections and orders aforesaide, and for all other things fitt to be donne in and abowte the same I wholly referre to the direction and finishyeing of the said lord cheefe justice, most humbly prayeing his good lordshipp to bee pleased to take the same uppon him, and to finish the same with all convenient speede, and in his defaulte to my saide executors, uppon very good advise as aforesaide, and for the first sixe to be placed in the saide university or universities, I leave to the nomination and appoyntment of the saide lord cheefe justice and of my said executors, not doubting but as they shall be afterwards promoted or removed as aforesaide, or otherwise shall fortune in the mean tyme to dye, others fitt to be there placed as aforesaid will arise and spring upp into the saide gramer schoole of Tyverton.

* * * *

"And of this my last will, I make and ordeyne my very loveyeinge friends, Mr. William Craven and William Parker, Mr. Craven's partner, marchaunt tailors of London, and George Slee of Tyverton, my cosen, and John West the elder and John West his son, my cosine, late of Tyverton, both of them were, these five persons, William Craven, William Parker, George Slee, John West, and his sonne John West, my full executors; and I constitute and appoynte my loveinge friends Mr. James Clarke, esquier, of Norton, in the countie of Somersett, and Ric. Spurway alias Hill, of Tyverton, and my cosen Ric. Prowse, of Tyverton, and John Chilcott alias Comyn, of Tyverton, and his sonne Robert Chilcott alias Comyn, my man of Tyverton, to be my supervisors or overseers for the execution of the same my testamente and laste will, revokeing and utterly adnylling all other former testaments and last wills by me at any tyme heretofore made or ordeyned, either by worde or writinge, and moreover my debts paied and my legacies and bequests herein performed, the rest of my goodes I give to the aforesaid Mr. William Craven and Mr. William Parker, George Slee, John West the elder, and John West the younger, to be equally divided betwixt them, my five executors."

JOHN WOOD, of Tiverton, Esq.

WHAT office do you hold under the feoffees of Blundell's school?—I am clerk and treasurer. I have held those offices from the year 1802.

What is the property now belonging to Blundell's charity?

[Witness produced the Rental and Particulars, see pages 86 and 87.]

Do these lands appear to have been originally the lands of the founder?—I believe they were all the lands of Peter Blundell; I am not aware of any purchases having been made since by his trustees.

Does the manor of West Prawl extend into the different parishes of Portlemouth, Chivelstone, Charlton, East Allington, Stockingham, and Kingsbridge?—I imagine it does extend over those parts of all the above parishes in which the lands of this charity lie; they are all in the county of Devon.

Some part of the property seems to have been sold for redemption of land-tax; what are the particulars of that property?—In the year 1804, part of the trust lands in Tiverton, viz. the reversion after the respective existing leases of a house and bowling green, Boobiers tenement and Boysham were sold to different persons for 657*l.* 2*s.* which sum was applied in redeeming the land-tax on the premises sold, and other land-tax payable out of some of the estates at Prawl, of the annual amount, in the whole, of 25*l.* 15*s.* and the surplus then remaining and standing in the names of the commissioners for reduction of the national debt, amounted to 5*l.* 11*s.* 3*d.* In 1807, one third or other part or share of the trustees in the Barton of Coldridge (containing in the whole 165 acres), the lease of which had then lately expired, was sold and conveyed to Michael Allen, esq. the consideration for which sale was expressed in the conveyance to be 1,500*l.* but the original agreement between the trustees and Mr. Allen had a reference to the price of stock at the precise time when th

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purchase money should be paid, which owing to the rise of stock in the meantime, made a further sum to be payable by Mr. Allen to the trustees of 62*l.* 10*s.* which additional sum, together with 40*l.* agreed to be paid for the timber, was laid out by the trustees in the purchase of 164*l.* stock, three per cent. consols, in the names of the trustees or three of them; the above mentioned purchase money of 1,500*l.* after deducting expenses allowed by the commissioners, was laid out in the purchase of stock, of which 423*l.* 16*s.* 2*d.* was transferred to the commissioners for the redemption of the land-tax, charged on that part of Coldridge Barton which had been sold, and other land-tax on other estates at Prawl, and other premises at Tiverton, amounting in the whole to the further annual sum of 11*l.* 11*s.* 2*d.* and the residue of such stock was transferred to the commissioners for reduction of the national debt, in trust for the said feoffees, amounting to 1,878*l.* 7*s.* 7*d.* which with the former balance of stock of 5*l.* 11*s.* 3*d.* made 1,883*l.* 18*s* 10*d.* three per cent. reduced annuities, which stock has since lately been transferred to the accountant general, in trust for the said feoffees. In 1815, the trustees sold the remainder of their property in Tiverton, (except the annuity or fee farm rent of 12*l.* payable out of Fordland) which property consisted of some old houses in St. Andrew-street, called Howell's court, and three other houses adjoining, (which at the time of the sale produced little or no income, and were in a very dilapidated state) and also three other tenements near the same, called Vanstone's houses, and a house and field, late How's, all which property was then held on several leases, determinable on lives, for the redemption of the remainder of the land-tax, which amounted to 1*l.* 2*s.* only. The reversion of the whole of these premises was sold to Mr. Wm. Wotton, for the sum of 383*l.* 16*s.* 8*d.* which after deducting expenses as allowed, was laid out in stock in the three per cent. reduced, of which stock 40*l.* 6*s.* 8*d.* was transferred to the commissioners for redeeming such land-tax, and the residue of such stock being 594*l.* 4*s* 7*d.* was transferred to the commissioners for reduction of the national debt, and which has been since transferred, with the other stock as before stated, to the accountant general in trust for the said feoffees.

Is there any property now left in Tiverton belonging to this charity?—Nothing, except the annuity of £12., paid by Mr. John Cook out of an estate in that parish, belonging to him, called Fordland, (this is a fee farm rent; Mr. Cook, I believe, is occupier of this farm, as well as owner) besides the school houses, school green, gardens and meadow adjoining.

What is your present mode of letting the estates as they come into hand?—They are all let by auction, and generally for terms not exceeding 10 years.

Have any reductions of rents taken place since the lettings by auction?—The above tenement, which had been let from the year 1770, for two several terms of 21 years each, for 63*l.*, was let by auction in the year 1812, for seven years, at the rent of 290*l.*, but the tenant paid that rent only three years, when the rent was reduced to 180*l.*, and the estate has been since let at further reduced rents, until the tenant quitted the estate, being insolvent. The last letting, in 1817, was by auction.

The estate also called Blanches at Ford, was let at 60*l.* a year by auction, from Lady-day 1815, but that rent was never paid; it was let for much more than it was worth, and the rent was reduced to 40*l.*, which is the rent now paid.

The estate called Sigdon also was let by auction in 1815, at 48*l.*, which has been since reduced to 36*l.*

The lands at Insteart also were let by auction at 36*l.* but which is now reduced to 25*l.*

Have you lost any rents by failures of tenants or otherwise?—The only loss is of half a year's rent of sheaths, about 20*l.*

Is there any timber on this property?—There is not much timber now; in the year 1798 and 1799, timber and coppice appear to have been sold, which produced 382*l.*, which is carried to account. There was coppice sold also in 1812, which produced 80*l.* 10*s.* and which was also carried to account; the pasturage of Prawl coppice belongs to the lessee; but in order to preserve the coppice and young timber, the trustees have allowed about 4*l.* a year for the pasturage thereof. There is not more than enough timber now for repairs. The tenants in general are bound to repair, having rough timber.

Is there any resolution by the trustees not to renew leases for lives of this property?—There is no express resolution in the books, but it is understood that no such leases shall be renewed, except of cottages with land not exceeding one acre; the last renewal of a lease of any larger estate was in the year 1782.

[The estates appear to have been granted on leases for 99 years, determinable on lives, from the first commencement of the accounts in 1610.]

Can you state the present annual value of the property now held on lives?—I cannot accurately state this; but I have heard that the Barton of Prawl is let for 600*l.* a year, but

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which is thought a great rent. When these leases drop, it is the intention of the trustees to let the same by auction at rack rent, in the same manner as the other estates are let.

The land tax, which has been redeemed, is added to the rents on the leaseholds, and paid in addition to the rents renewed. The other lands, let since the redemption of land tax, are let free of land tax.

There appears to be 2,670*l.* 3*s.* 9*d.*, Old South Sea Annuities, standing in the names of the trustees; how did that sum arise?—This I believe arose in part from fines and savings from time to time, and in part from the legacy of Mr. Ham.

[Witness produced a copy of the Master's Report, dated 1st July, 1740, in a cause of the Attorney General against Peter Blundell and others, which was instituted for the purpose of having the directions of the court concerning Ham's legacy, and the surplus money arising from Blundell's charity; by which it appears that the money belonging to Blundell's charity and to Ham's charity had been blended together, that the whole was invested in the South Sea Annuities, and amounted to 1,786*l.* 16*s* 3*d.* stock, of which 941*l.* 17*s.* 6*d.* belonged to Blundell's charity, and 844*l.* 18*s.* 9*d.* to Ham's charity.]

There is also 2,000*l.* in the three per cent. consols; how did that sum arise?—It arose from the donation by Mr. Benjamin Gilbert to the school, which became payable on the death of Agnes Not, (afterward Agnes Oxton) on the 26th November, 1801.

How is the income of this property applied?

[Witness produced the following statement:]

PARTICULARS of Annual Expenditure:

	£.	s.	d.
One year's salaries to master, usher, treasurer, clerk and porter, 60*l.* 20*l.* 14*l.* and 2*l.* 15*s.*	96	15	0
One year's stipend to five scholars and two Gilberd's exhibitioners at 30*l.* each	210	0	0
One year ditto Ham's exhibition	23	0	0
Expenses of binding four boys to husbandry	26	13	0
One year's taxes	44	14	0
One year's insurance	5	10	0
One year's tithes for the meadow occupied by the master	0	12	6
Expenses of annual dinner of trustees	14	14	0
Annual expenses of receiving rack rents, about	8	19	0
Ale and cakes for tenants annually	0	15	0
Annual average expence of holding court at Prawl every two years	5	15	6
Allowance for the Pasturage of Prawl Coppice	4	0	0
Surveyor, for superintending the repairs of the estates at Prawl, and delivering timber, &c.	4	4	0
One year's chief rents, payable out of the school-house, &c. and part of the lands at Prawl	0	16	3½
Repairs of estates at Prawl, surveys for letting ditto, leases, &c. about	15	0	0
Repairs of school and school-house, &c. hellier, carpenter, and painters, about	105	0	0
Ironmonger and smiths, about	10	0	0
Plumber and glazier, about	10	0	0
Land-tax allowed to the tenants out of their conventionary rents	2	19	6
	£589	7	9½

The salary paid to the master is 60*l.*; how long has this been raised?—The additional 10*l.* has been allowed the master for an assistant in the upper school for a great many years; it appears to have been occasionally allowed previous to the year 1740, when the proceedings in Chancery took place; and from 1775 this allowance has been made for an assistant when the master had occasion for one, but not otherwise.

Do you know how long the salary of 20*l.* has been paid to the usher, instead of 20 marks?—This sum appears by the books to have been paid to the usher or under master ever since the year 1651, when it was increased from 16*l.* to 20*l.* In addition to these salaries, the

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master and usher have each a house and garden, and the upper master has a meadow besides, and they take boarders into their houses; and for that purpose the trustees have from time to time enlarged the houses both of the master and usher. The master can take (I think) 100 boarders into his house, and the usher (I think) 40.

Has your salary been always the same?—I am allowed 4*l.* as clerk, and 10*l.* as treasurer and receiver, which, on reference to the books, appear to be the same as have been allowed from the year 1740.

There is a charge for five scholars yearly; is that about the average number at the universities?—There are two scholarships and two fellowships on this foundation, at each of the colleges of Balliol Oxford, and Sydney Sussex Cambridge, who are received as such scholars, and are elected to fellowships by these colleges under deeds of composition made between the colleges and the feoffees soon after the original establishment of the school. The scholar's allowances are continued out of the funds of this trust until the scholars get into receipt of their fellowships from the colleges. Upon a vacancy arising in a fellowship, a new scholar is thereupon elected by the trustees; this will account for five scolars being charged, as the average number of the scholars who receive the allowance of scholars from the trustees of the school. Sometimes there are more than five; I think that is the fair average number. These allowances to the scholars are made by this trust in augmentation of their scholarships.

How long have these allowances to the scholars been the same as at present?—Some years previous to 1744, the Sydney Sussex scholars and the Balliol scholars received 4*l.* a year each, but in that year an additional augmentation of 5*l.* was made to the Sydney scholars, and so continued to the year 1802, when 10*l.* a year to each were added from Gilberd's donation; and in 1813 it was ordered that this augmentation of 10*l.* from Gilberd's donation should cease, and that from the 29th June, 1814, 26*l.* a year should be paid to each of the Balliol scholars, in addition to the 4*l.*, and 21*l.* to each of the scholars of Sydney, in addition to the 9*l.* so that now each of the scholars receives 30*l.* a-year in augmentation of his scholarship.

[It appears from the 1st schedule annexed to the master's report in 1740, that each of the four scholars then received 4*l.* a year only, in augmentation of his scholarship.]

Before the permanent increase of the allowanaes to the scholars in 1813, the trustees used to grant occasional exhibitions as their funds would allow.

How long has the exhibition under Mr. Ham's donation been 23*l.* a year?—It seems to have varied from time to time. In 1753, there appears to be an order of the trustees that the annual dividends of the South Sea stock, purchased with Mr. Ham's money, should be paid to the two persons therein mentioned, and at that time the same amounted to 26*l.* 12*s.* 8*d.* a year; and in 1766, the principal sum in the South Sea annuities belonging to Ham's charity, was stated to be 790*l.* 8*s.* 2½*d.* (reduced probably by the costs of the proceedings in Chancery) the produce of which was 23*l.* 6*s.* 4½*d.* after deducting expenses; and two exhibitioners appear then to have received 11*l.* 10*s.* each for some years, but in the year 1792, these were ordered to be thrown together, and one exhibitioner has since received 23*l.* a year, as for Ham's exhibition.

What are the tythes of 12*s.* 6*d.* paid for?—These tythes are for the meadow which belongs to the head master.

How is the annual dinner provided? The master provides the dinner on St. Peter's day, the day of the annual meeting of the trustees, on which the elections are made, and the business of the trust done. An allowance for this expense seems to be of very old date. It was increased from 7*l.* to 10*l.* 10*s.* in 1788, and in 1807 to 14*l.* 14*s.*

How is the expense of receiving the rents incurred? The expense arises from a person sent down to receive the same, which comes to above 8*l.* 8s. a year; and the average expense of holding a court for the manor of Prawl, which is about 5*l.* 15*s.* 6*d.* a year. The principal tenant used to bring up the rents heretofore, but since the same have increased, it has been thought right to send a person down to receive them.

Are the accounts audited at the annual meeting of the trustees?—An abstract of the account is delivered at each meeting. The account is not auditted at the meeting, but subsequently by a committee of two or three appointed for the purpose; the last account audited was on the 30th June 1817, which was an account of ten preceding years. On that account there was a balance in the hands of the treasurer of 432*l.* 4*s.* 10*d.*, but the present actual balance in hand up to the 29th June last, allowing sums due up to that time, which are in a course of payment, is about 170*l.* only. There are also some bills due for repairs not included.

In your accounts for 1817, there appear to be payments of 80*l.* to the upper master, and 30*l.* to the under master, for buildings; what is the reason of these payments?—They were

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made by order of the trustees, for adding rooms to the buildings; these sums were granted by the trustees to the masters, in aid of sums expended by the masters in buildings and improvements of the houses.

What is the nature of the charge of 2*l.* 19*s.* 6*d.* of land tax made to the tenant?—It is a proportion of land tax allowed to the tenants out of their conventionary rents, which was allowed before the redemption, and has been continued since.

How many trustees are now living?—There are 25 now living; the whole number is 27. It has been usual to appoint new trustees when three vacancies occur.

Are foreigners now admitted in the school?—They are.

Is the recommendation of ten principal householders required before their admission?—This is not required on their admission; but before a foreigner is allowed to be a candidate for a scholarship, the trustees require such recommendation, and it is generally procured the day before the election, and signed by ten householders paying taxes.

How are the scholars and exhibitioners elected?—They are elected by the trustees at their annual meeting by ballot, after an examination made before them, at which meeting a majority of the whole number of trustees must be present.

Do the trustees meet on a vacancy happening before the annual day of the meeting?—They do not.

Do you know of any superannuation of boys in the time between a vacancy and a meeting?—I know of no such instance though it may have occurred. The trustees do not meet on a vacancy happening, but if a majority of trustees have not met on the preceding annual day, then they have appointed an earlier day for another meeting, when a vacancy has occurred without waiting for the next St. Peter's day.

How is the income from Mr. Gilberd's donation now applied?—It is applied to two exhibitions of 30*l.* each; this was ordered in 1813, to take place from 1814; previously it had been divided, viz. 20*l.* paid to one exhibitioner, and 10*l.* each to the four scholars.

30*th August*, 1819.

Does it appear how the 2,000*l.* ordered to be laid out by Blundell's will in establishing six scholarships at the universities, were laid out?—On reference to old copies of the composition deeds, between the trustees of the school and the two colleges of Balliol and Sydney Sussex, it appears that in the year 1615, the trustees laid out 700*l.* in lands at Woodstock, in Oxfordshire, which were given to Balliol college for the establishment of one scholar and one fellow from Blundell's school at that college; and that in the year 1616, the sum of 1,400*l.* was laid out in the purchase of lands at Clea in Lincolnshire, which were given to Sydney Sussex college, Cambridge, for two scholarships and two fellowships from Blundell's school at that college; and that in the year 1676, the further sum of 650*l.*, which arose from savings and fines out of the trust estates, was laid out by the trustees in the establishment of one other scholarship and one other fellowship in Balliol college.

Do you always act under the written orders and directions given by the majority of the trustees?—The orders of the trustees are entered into their book at the annual meeting, and signed by them; and I always act under those orders, and not without them, except in the directions for necessary repairs, which are done without such orders.

Why was the lease of Heathfields and Spinstowe granted in 1757, for three lives, for a nominal fine of 5*s.* at the rent of 5*l.*?—It appears to have been granted in consideration of the surrender of a former lease, dated 29th September, 1751, for 99 years determinable on lives; but I have not been able to find the former lease so as to ascertain the number of lives which were existing in 1757, when it was surrendered. There is a sum of 47*l.* accounted for in the books, about that time, which was probably the consideration money for the lease of 1751.

Can you state why the leases of 99 years absolute were granted of Boobiers tenement and Boysham in 1768 and 1769, subject to which these lands were sold for redemption of land tax?—It appears by the book of orders that these leases were ordered to be so granted, but no reason is given for it.

How has the balance, which appears to have been at the last audit in 1817, 432*l.* 4*s.* 10*d.* been reduced to its amount as calculated to the 29th of June last, as the income of the charity exceeds the expenditure by 60*l.* a year?—At the time the account was audited, in June 1817, there was one year's stipends and salaries due to the masters, scholars, exhibitioners, &c.; and the rents and dividends were all accounted for up to that time, so that the year immediately following, included the outgoings of nearly two years.

What exhibitioners have been nominated under Mr. Down's gift?—Mr. Down himself nominated the first exhibitioner soon after the date of the deed, who held the exhibition until about the year 1813. No other scholars became eligible to this exhibition until the

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year 1817, when another was appointed by Mr. Edward Down, (the father being dead:) and this second exhibitioner received the arrears which had accumulated in the mean time, and is still in the receipt of the same.

Is this sum of 700*l.* stock, three per cents, now standing in the name of the mayor and burgesses of Tiverton?—It is; and the dividends are received by Messrs. Edwards and Son and paid over to me, and by me paid to the exhibitioner.

2nd September, 1819.

The Reverend WILLIAM PAGE RICHARDS.

ARE you the master of Blundell's school?—I am.

What is the present number of boys in the school?—There are 83 in the higher school, and 80 in the lower school.

Can you state how many of these are Tiverton boys, and how many are what are called foreigners?—There are 75 in my house who are foreigners, who are both in the higher and lower schools. In the whole school there are about 60 or 62 who are not within the gates, but resident in the town, of whom, I suppose, not above one half are natives of the town and parish. On looking at the list, I think there are 33 boys in both schools who are natives, according to the definition of that term in the will.

We understand that no consent is given by ten householders, previous to the admission of foreigners in the school?—No such consent is required, unless for those boys who are to become candidates for scholarships only, who do procure those consents previous to their application for such scholarships.

What has been the highest number of boys in the school?—They have been as high as 202, but when I first was appointed master (in January 1797), the number was under 100; I think now the average is about 150.

Do you think the foundation of the school injured by the excess of the number beyond 150?—I think by no means, but on the contrary it is benefited; the number of 150 was the limited number, when two masters only were in contemplation of the founder.

Is there an assistant?—There is in the upper school; and I have not been without one since I became master.

Are the boys taken at any particular age?—None are admitted until they are fit to enter upon their grammar; none certainly under six years of age.

Do you admit all the boys of the town, who are of proper age, who apply?—Certainly; they come without any application, and often without even notice by their parents.

What sum is paid for the education of the boys?—No demand is ever made for natives, and some never pay any thing; boarders pay 4*l.* 4*s.* a year; foreigners, not boarders, pay 6*l.* 6*s.*

Is any thing paid for admission of boys, who are natives?—Not to me; indeed I know of no instance in which a boy of the town has entered in the higher school since I became master; the boys of the town enter at the lower school, where they begin their education.

Is any sum given by boys who are natives?—Some give 2*l.* 2*s.*; some 4*l.* 4*s.*; some 5*l.* 5*s.* and some I believe 6*l.* 6*s.* year, and some nothing; but no demand is ever made of any of the natives. Boys who come into the higher school, where there is an assistant, pay me an additional 1*l.* 1*s.* a year, for such assistant.

Is there not an order in the books, that boys whose parents are residents in Tiverton, shall pay nothing for their sons schooling; is that order acted upon?—I understand that order to extend only to those who are, under the founder's will, entitled to their free education, and that it was not correctly stated in the entry of their order.

Do you receive your salary of 50*l.* and 10*l.* annually for an assistant?—I do; and have always received it.

By the will the scholars are to be elected to the scholarships by the trustees, with the advice of the master; is there any examination of the boys previously?—There is an examination, in the presence of the trustees, in the school, by me, of the candidates, and afterwards I give the trustees my judgment of the character of the candidates.

Is any preference given to boys who are natives, before foreigners?—I think cæteris paribus the natives have been always preferred; indeed I may say the Tiverton boys are preferred in general.

Sir JOHN DUNTZE, Bart.; JOHN BURRIDGE CHOLWICH, Esq.
Two of the feoffees of Blundell's school.

DO you think that the number of boys being increased beyond 150, is of any disadvantage to the school?—We think it no injury to the school, and we have had no complaint from any one of the circumstance.

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We find an order of the trustees, in 1803, regulating the charges to be made by the masters for schooling in which those boys whose parents are resident in Tiverton, are to be taught free of expence: was it the intention of that order to extend the privileges under Blundell's will, to those who were resident in Tiverton merely?—It was not intended to enlarge the advantages under Blundell's will, or to extend them to those who were not within the description mentioned by the founder, viz. natives, or those brought up for the most part in Tiverton, under six years of age, and those who may be admitted with the consent of ten householders.

Do you hold a meeting annually?—We always have a meeting on St. Peter's day; sometimes it it has happened that a sufficient number of trustees have not attended, and in that case we have had a special meeting afterwards, before the next regular day, in case of a vacant scholarship, where there would be a superannuation before the next regular day of meeting, or in case of any urgent business.

If a vacancy in a scholarship takes place after the meeting has been held on St. Peter's day, do you hold a special meeting before the ensuing St. Peter's day, in case any one of the candidates should happen to be of such age that he would be superannuated before the next St. Peter's day?—No instance of that kind has occured in our recollection; but if such a case should occur, it is very probable that the feoffees would hold a special meeting, to avoid the superannuation of a candidate.

The Rev. JOHN LEY.

ARE you under master of Blundell's school?—I am, and have been under master 30 years.

How many boarders have you in your house?—I have at present 26 boys in my house.

How many boys have you in the lower school, who come within the definition of natives, mentioned in Blundell's will?—There are 82 boys at present in the whole under my care, of whom I think about 30 are natives of the town, within Blundell's definition.

Do those natives pay for their schooling?—There are about ten of that number who pay nothing; the other twenty or thereabout pay me different sums, but no charge whatever is made; it is quite gratuitous; and in many cases I have returned their money when I have thought it could be but ill afforded. The boys are all taught together, and are equally attended to, whether they pay or not.

Is any entrance money paid?—It has been always customary to pay 1*l.* 1*s.* entrance, but many of the natives pay nothing, and nothing is demanded; and even when it is paid, it is considered frequently as given in advance; and when the boys leave the school, nothing is given for the last half year.

Do you know any instance of a boy being superannuated, between the time when a vacancy of a scholarship has been notified, and the day of the next annual meeting of the feoffees?—I know of one such instance; Richard Keates, about nine or ten years ago was superannuated, after the declaration of the vacancy of a scholarship, and before the annual meeting of the trustees.

Do you know whether any application was made to the trustees to hold a special meeting in consequence of this state of circumstances?—I understand from Mr. Richards, the head master, that he submitted the circumstances of the case to one of the trustees, but no special meeting was held.

Edward Blagdon's Charity.

August 27th, 1819.

MR. GEORGE DUNSFORD, Junior, of Tiverton, Wine Merchant,

ARE you one of the trustees of this charity?—I am one of the trustees, and was appointed in the year 1809.

[Witness produced the trust deeds of 1763, and the last trust deeds dated 4th and 5th December 1809, both which deeds recite the deed of Edward Blagdon, of 15th June 1653, of which an abstract is given in the report; and that the said premises had been converted into, and were then four dwelling-houses, one courtlage, one garden, and one orchard.]

Are you acquainted with this property?—I am.

Where is it situate?—In Barrington-street, Tiverton. It now consists of four tenements, with an orchard.

To whom are they let?—They are now let to Mr. George Dunsford (my father) one of the trustees of the charity, for a term of seven years, at the rent of 16*l.* a year, from 26th March 1813; they were let by auction, but no lease has been granted.

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[The written conditions on which the letting took place were produced, of which the following is a copy :—

Tiverton, 4th February, 1813.

Conditions of letting the public house called the Crown and Shuttle, with the three tenements, gardens and orchard adjoining.

Term—seven years from 25th March next. The landlords to pay all taxes except window tax and house duty, and to keep the houses in good tenantable repair, except the glass and lead of the windows The tenant to keep the glass and lead of the windows in good repair, and leave it in good condition at the end of the term; also to plant the apple trees in the orchard when required, by the landlords taking the old ones in their stead. The rent to be paid quarterly, and security to be given for it, if required. Covenants to be provided at the joint expense of both parties.

Bidders' Names.	£.	s.	d	£.	s.	d.	£.	s.	d.
Mr. Robert Gill	12	0	0	15	10	0	——		
Mr. William Osmond	13	0	0	——			——		
Mr. George Dunsford	14	0	0	15	0	0	16	0	0
Mr. Robert Gill, junior	14	10	0	——			——		

February 4th, 1813.—Accepted the above at sixteen pounds a-year, on the above conditions. GEO. DUNSFORD.]

One of the houses was a public house when this auction was held, but it is not now licensed. My father's memory is much impaired, and he is little capable of business, or of answering questions distinctly.

When did your father first become tenant?—He took the houses first in 1806; Robert Gill was the former tenant; his rent from 1785 to 1801, was 7*l.* 10*s.* and from 1801 to 1806, 10*l.* 10*s.* At lady-day, 1806, my father took them by auction at 14*l.* a-year rent till 1813, and then at 16*l.* a-year.

Were the lettings to Robert Gill by auction?—I have no knowledge of that.

Were Robert Gill, senior, or Robert Gill, junior, or William Osmond, the other bidders at the auction in 1813, under tenants at that time to your father?—They were none of them occupiers at the time; Robert Gill had been occupier of the premises before the same were let to my father.

[The lease to Mr. George Dunsford, senior, of 1806, was produced, by which he and the other trustees grant to himself, and he covenants with himself and the other trustees.]

How are these premises now held? They are underlet by my father to James Bick, who occupies the house that was a public house (the Crown and Shuttle) at 12*l.* 12*s.* a year; S. Norris a house at 4*l.* E. Rice a house at 4*l.* and W. Davey a house 6*l.* 6*s.*

How long has your father been a trustee? He appears to have acted as a trustee since the year 1787, but no trust deeds appear to have been made at that time.

There is an entry in the book of 20*l.* paid to the charity by Mr. Melhuish, how did that sum arise? It arose by savings from the rent; it being thought proper to lay by that sum as a repairing fund, in case the houses should be out of repair; these savings accrued prior to 1788.

In whose hands is this sum at present?—It is in the hands of my father, at interest at five per cent; the principal sum is now 21*l.* only four per cent interest was paid for it before 1810, since which it has been five per cent; this sum has been handed down from one treasurer to another from the time of its accumulation. It is intended to deposit this sum of 21*l.* in the Exeter savings bank.

How is the income of this charity expended?—

	£.	s.	d.	
We pay for the insurance against fire.....	1	1	9	
Expences of trustees' meeting	1	4	0	
The repairs in the year 1814 were	4	18	7	
In 1815	12	4	9	
In 1816 the repairs were	2	12	7½	
In 1817 the repairs were (including a bill for glazing of 1*l.* 6*s.* 8*d.*)	7	12	1	
In 1818 the repairs were	3	8	1	
The expence of the new trust deed was	9	3	0	paid in 1815

What is the meeting for, the expences of which are charged yearly?—The trustees meet to examine the accounts, and to divide the money.

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What is the amount of the poor rates charged upon these houses yearly?—The poor rates amount to about 1*l.* 0*s.* 3*d.* yearly.

Who has paid the poor's rates?—My father has paid them for the last year and the present.

[On examination of the poor's rates it appears that the premises were not rated prior to 1818.]

Is there any timber on the property?—There is none there now; there were two elms sold for 8*l.* some years ago, and the produce was applied to pay for the last trust deed.

How is the residue of this rent divided?—It is divided into four equal parts; and two of those parts are paid to the trustees of the parish of Washfield, and the other two parts to the trustees of Tiverton; each trustee gives one fourth part to one poor person.

Who are the trustees for Washfield?—Mr. Jonathan Talley, and Mr. Matthew Lee Yeates, who has been named since the trust-deed, are the trustees for Washfield, and myself and father are trustees for Tiverton.

What sum has been divided amongst the trustees for distribution?—

	£.	s.	d.
In 1814, the sum divided was	6	0	0
In 1815, nothing was applied to the poor.			
In 1816, the poor received	12	9	2
In 1817, ditto	7	7	11
And in 1818, ditto	10	16	2

At what time of the year is the money given away?—Generally about Christmas.

Is it given to men or women?—It is given to men and women indiscriminately, persons who receive no parish relief, but are objects of charity. The rent is paid up to Michaelmas, and is accounted for and divided the Christmas succeeding.

Last year the distribution was as follows:—Mr. Yeates gave his share to John Court, a wheelwright, a poor man of Washfield; Mr. Talley, to George Vicary, of ditto; my father to John Parsley of Tiverton; and I gave my share to Sampson Skinner of Tiverton. None of the above persons receive parish relief.

Mr. JONATHAN TALLEY, a Trustee.

WERE you at the auction in 1813, when these houses were let to Mr. Dunsford?—I was.

Were several bidders present?—There were several; and Mr. Dunsford was the highest bidder by 10*s.*

Mr. TALLEY and Mr. MATTHEW LEE YEATES.

DO you think the property let for as much as it is worth?—We do; the tenants are poor people, and there is much trouble in collecting the rents.

Mr. GEORGE DUNSFORD, Junior, continued.

WHAT is the present state of the repairs?—The buildings are in a bad state of repair.

Is there any land-tax charged on this property? It is exonerated from land-tax.

Mr. TALLEY.

IS it necessary in a trust of so small value to have a meeting of the trustees held, at an expense to the charity of 1*l.* 4*s.*?—I think it not necessary, and have always discouraged it, and will oppose it in future; I did so last year.

JAMES BECK, of Tiverton, Mason.

DO you rent some premises of Mr. George Dunsford, belonging to Blagdon's charity?—I do.

What do these premises consist of?—A house, garden, and orchard; it was heretofore a public-house called the Crown and Shuttle; I have occupied it five years, as tenant from year to year, at the rent of 12*l.* 12*s.* I have divided the house and let one part of the house at 5*l.* a year, and I occupy a kitchen and workshop below, and a room over, besides the orchard.

How have you paid your rent?—I have paid it monthly, and sometimes weekly; I used to pay it quarterly at first: When Mr. Dunsford comes for the rent, I pay it.

Do you owe any arrears now?—I do not owe a quarter's rent now, and in future I intend to pay my rent quarterly.

Did you attend the auction for letting the premises?—I did not.

What is the state of repair of the house you occupy?—In pretty good repair.

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Who does the repairs?—The landlords do all repairs except the glass of the windows.

Is your's the best house of the four?—It is.

Is Davey's rent payable weekly?—His rent is payable yearly, as mine is; but I believe he pays as Mr. Dunsford wants it.

What are the two other houses worth?—I do not think they are worth above 1*s.* per week; I do not know whether they pay their rents by the week, or how.

Has Mr. Dunsford any great trouble in collecting these rents?—I do not think he has; but he goes round to the tenants very frequently. I have never been much in arrear with my rent.

What do you think it worth per annum to collect these rents?—I would collect them for 20*s.* a-year.

9th September, 1819.

Mr. GEORGE DUNSFORD, Junior.

HAS the sum of 21*l.* been laid out in the savings bank?—We have not yet had an answer from Exeter, whether the money can be received into the savings bank.

Are not the tenants of these houses yearly tenants?—They are yearly tenants; but unless the rents were collected monthly, they would probably never be got at all. My father is ready to give up his term in these houses, and will do so at the next meeting of the trustees at Christmas.

ROBERT GILL, of Tiverton.

DID you attend the auction for letting the houses of this charity in the year 1813?—I did; I bid 15*l.* 10*s.*, and Mr. George Dunsford bid 16*l.*, and took them; Mr. Dunsford acted as auctioneer, and he bid for himself.

Do you think the houses were worth more than 15*l.* 10*s.* a-year at that time?—I do not think they were, for they were then very much out of repair, but the repairs have been done since. I had a lease of the houses heretofore, and then paid 10*l.* 10*s.* a-year rent.

Do you think the houses worth more than the present rent of 16*l.*?—I do not think they are worth much more than that sum, although they are now in repair, considering the risk of tenants.

Did any one bid besides yourself and Mr. Dunsford?—One Osmond bid (I think) 13*l.* a year.

What would you give for these houses if they were to be let now?—I would give 17*l.* a year; I would take the houses myself, and I intend to bid if they are to be let.

ALSTONE'S GIFT.

JOHN PARSLEY, of Tiverton, Fuller.

DO you live in what is called the Fuller's Almshouse?—I do.

Where is it situate?—In Birchin-lane, Westex, Tiverton.

When did you first go there?—I went there with John Quick and Edward Bellamy, fullers, to live there, last Christmas twelvemonth.

What state was the house in, when you first went there?—It was out of repair, and we have since repaired it.

How long before that did any fullers live there?—Not for nearly forty years, as an almshouse.

What use was made of the house before you went there?—It was held by Mr. Edward Boyce, who died in possession of it; he let the house at a yearly rent, in three different tenements.

How many tenements were there originally, belonging to this almshouse?—There were formerly six tenements, occupied by six fullers.

Who had the appointment of the fullers?—The Mayor and Corporation of Tiverton.

Who gave up possession to you?—Mr. John Wood was mortgagee of the house under Boyce, and after Boyce's death, he gave up possession to us; while Boyce held the house, he paid a rent of 30*s.* a-year to the corporation, who distributed the same amongst six fullers, yearly.

Whose gift was this supposed to be?—It was the gift of John Alstone, as appears by a tablet in the church. There is a house adjoining of the almshouse, which is held by one Voysey, a baker, in Gold-street; it is on the western side of the almshouse; this house used to belong to the fullers, and the rent thereof used to be applied to the repairs of the almshouse.

How long has Mr. Voysey been in possession of this other house?—He bought it about Christmas last, of one Gibbs, who purchased the same of Mr. Edward Boyce.

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Who is now in the occupation of this house?—Mrs. Johns and Edward Brown are the occupiers.

Who receives any rent for this house?—There is 7*s.* 6*d* a-year head rent paid out of it, which we have not received, but we suppose it is paid to the town clerk for the corporation.

Is that house in good repair?—It is in very good repair.

What do you know of any other property, supposed to belong to this charity?—There was formerly a garden, which used to be occupied by the tenant of Voysey's house.

Who has this garden now?—It is held by Mr. William Fisher, who bought it 14 or 15 years ago of Mr. Boyce; Mr. Boyce had built a house for a comb-shop upon it.

Does Mr. Fisher pay any rent for this?—He does not that I know of.

Do you know of any other property, belonging formerly to this charity?—There is a field (formerly two fields) called the Foottall Field, near Back-lane, in Tiverton, now held by Mr. Thomas Hellings, who purchased the same.

What do you know of this ground, having belonged to the charity?—I know that the six almsmen used to receive 6*s.* a week, from the rent of this property; and there was a piece of the field walled round, which is still a garden, and which used to be divided into six parts, and to be used and cultivated by the six almsmen.

[John Quick and Edward Bellamy, confirmed also the above account.]

JOHN SHARLAND.

WHAT do you know of any payments made to the poor men of the fuller's almshouse?—My father and uncle rented the Football Field, about sixty years ago, and the rents of the field used to be paid to the six men of the almshouse, weekly; I believe the rent was 12*l.* a-year, which used to be thus divided.

How long did that payment continue?—I think, for about twenty years; it was during the whole time that my father and uncle rented the ground; I think that after they gave up the land Mr. Boyce took it.

2nd September, 1819.

THOMAS HELLINGS, of Tiverton, Gentleman.

ARE you in possession of some fields called Foothall Fields?—I am in possession of two fields and a garden in Westex, Tiverton, which I know by the name of Amey's Fields.

We understand, these fields were heretofore purchased with money left for a charity, by one Alstone?—I have no account of any such transaction.

Is the marriage settlement of Peter Taylor in your possession?—

[Witness produced indenture of settlement, dated 19th and 20th August, 1715, of which a short abstract has been given in the Report of this case. Also, indentures of lease and release, dated the 29th September, 1779, between Richard Haydon, son and heir at law of William Haydon, deceased of the one part, and Elizabeth Sanford, widow, administratrix of Sarah Taylor, spinster, her sister, who died intestate, which has been also noticed in the report.]

In 1780, Mrs. Sanford levied a fine of said premises, the uses whereof are declared to herself in fee. Mrs. Sanford died intestate, leaving one daughter, Ann the wife of Nicholas Peters, who died leaving her husband surviving, and Nicholas Sanford Peters her heir at law.

Did you purchase these premises of Nicholas Peters, the father, and Nicholas Sanford Peters, the son?—I did, about six years ago; at that time, I had never heard of those lands having ever belonged to any charity; it was some time afterwards that I first heard of that circumstance; I gave 600*l.* purchase money for this field, and the present rent is 20*l.* a-year.

13*th September* 1819.

JOHN WOOD, Esquire, Town Clerk of Tiverton.

CAN you give any information concerning this charity of John Alstone?—

[The witness produced the indenture of lease, dated the 11th April 1788, mentioned in the Report.]

Are the three lives named in this lease still living?—They are all living.

How did you become possessed of this lease?—I had possession of it as mortgagee of Edward Boyce, the lessee. I was mortgagee in possession of the almshouse only; the other house at the western end thereof had been previously assigned by Boyce to one Gibbs, for a valuable consideration. Gibbs's assignees pay 7*s.* 6*d.* a-year for this house which he holds, and I receive that rent, not for the corporation, but in my own right, as assignee of the

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lease. Boyce was considerably in my debt and he executed a conveyance in trust for sale of this property for securing my debt; but I am a great loser, though I chose to give up the almshouse to the fullers, who now hold it, in order that they may have the little remaining benefit of this charity.

Are the houses given up by you of greater value than the 30*s.* a year?—They are, I suppose, worth 10*l.* a year; the other house, for which I receive the 7*s.* 6*d.* a year, is worth 4*l.* or 5*l.* a-year. I shall probably give away the 7*s.* 6*d.* a year also to the poor fullers.

Do you know any thing of a piece of a garden sold by Boyce to William Fisher, parcel of these premises?—I have heard that there is a small part of the garden which formerly is said to have belonged to this charity, and which Boyce sold some years ago to Mr. Fisher; but I can say nothing of my own knowledge of this transaction.

Have you the possession of any deeds of conveyance of the field that now belongs to Mr. Hellings?—I have never seen any such deeds; I have lately searched the corporation papers, and find none such, nor do I believe that any conveyance thereof was ever made to the mayor or corporation. I have heard Mr. Beavis Wood (who was town clerk of Tiverton for 40 years) say, that no conveyance thereof was made to the mayor, justices, or corporation.

Do you know anything of an ejectment having been brought to recover possession of these premises?—I know nothing more than what I have seen in Dunsford's memoirs about such a proceeding.

RICHARD HENRY STRONG, Esq. of Tiverton.

HAVE you searched among the papers of the parish of Tiverton, for the deeds relating to this charity?—I have searched the parish chest, but can find nothing of the sort.

WILLIAM FISHER, of Tiverton, Serge-maker.

DO you occupy a garden near some buildings, called Alstone's Almshouses?—I hold a garden which lies behind the almshouse, but there never was a way into it from the almshouse.

Do you know a house which was once Gibbs's, and now belongs to Mr. Voysey?—I do.

Did that piece of garden which you hold ever belong to the house now Voysey's?—I do not remember that any part of it ever did; but I have heard that the upper part of it did belong to that house, not more than the breadth of the house.

From whom did you purchase these premises?—From Mr. Edward Boyce. I purchased them about eleven or twelve years ago.

Is there a comb shop in this part of the garden?—There is such a building; it was erected by Mr. Boyce many years before I purchased it. I bought of him four houses and this small piece of garden, and have not altered the boundaries of the premises, since I purchased. I remember when Mr. Boyce built a wall across a garden behind the house, late Gibbs's, (now Voysey's), which is now the boundary between the garden, now Voysey's, and my premises; this wall was built by Mr. Boyce, about 31 years ago. I do not recollect how far Voysey's garden extended before this wall was built, but since that wall was built the land cut off by it has been occupied with my other premises.

HUNDRED OF BUDLEIGH, EAST.

SIDMOUTH.

Poor Lands.

24th September 1819.

HENRY CUTLER, of Sidmouth, Esq.
REV. JOSHUA LE MARCHANT, of Sidmouth, Clerk,
JOHN NEWBERY, Churchwarden of Sidmouth,
} Trustees of Sidmouth Poor Lands.

WHAT documents have you relating to this gift?—

[Indenture produced, dated 18th June, 21 Charles the Second, between Nicholas Haydon and Christopher Isaack, of the one part; and Walter Harliven and eleven others all described of the parish of Sidmouth, of the other part; reciting, that Anthony Isaack, then late of Sidford, gent. by his will dated 13th August, 1639, gave to Wm. Isaack and John Searle, six score pounds, to be paid by his executors within one month after his death, upon trust, to purchase to them and their heirs lands and tenements of the clear yearly value of 6*li.*, or so much as could be bought with the same 120*l.*; and after the purchase of such lands, year-

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ly for ever, to distribute 3*l* of the rents and profits thereof among the most aged and impotent poor people of the parish of Sidbury, and in like manner to distribute yearly 40*s*. more of the rents and profits among the most aged and impotent poor people of Sidmouth; and yearly to distribute 20*s*. residue of the rents and profits, among the most aged and impotent poor people of the parish of Otterton; and he directed, that the said William Izaack and John Searle should, within three years after such lands should be purchased, enfeof and grant so much thereof as should be worth 3*l*. a year, to the most able and sufficient inhabitants of the parish of Sidbury and their heirs, with like provision as to so much of the lands as should be worth 40*s*. a year, to Sidmouth, and 20*s*. to Otterton respectively, upon the trusts aforesaid; with a proviso, that after the decease of eight or nine trustees, the survivors should re-enfeoff the lands to 12 of the like inhabitants of the respective parishes: And reciting, that after the death of the said Anthony Isaack, his executors paid over the said sum of 120*l*. to the said William Isaack and John Searle, who, by reason they could not procure a convenient parcel of land to lay out the said money upon, with the consent of the churchwardens and overseers of the poor, together with the chief parishioners of Sidmouth, by the order of the then commissioners of charitable uses, paid one third part of the said 120*l*. to the said officers of Sidmouth, to be laid out in the purchase of lands worth 40*s*. per annum, upon the trusts aforesaid: And reciting, that the parishioners of Sidmouth could not meet with a convenient purchase, and therefore with the profits of the said third part of the said 120*l*. had constantly paid to the poor 40*s*. per annum, as the gift of the said Anthony Isaack: And reciting, that the said John Minshull, then late rector of Sidmouth, by his will dated 26th November 1663, appointed the said Nicholas Haydon and Christopher Isaack executors in trust thereof; and after giving divers legacies, directed that all the residue of his goods and chattels should be sold, and the proceeds, after payment of debts, legacies, and funeral expenses and charges, he thereby gave to the poor of the parish of Sidmouth, in manner following (that is to say); his will was, that one moiety thereof should be put out and the profits thereof constantly bestowed and laid out in the maintaining and paying for the schooling of poor children at Sidmouth, as then they did; and the other moiety, his will was, should remain in stock for the poor there for ever, and be employed for their best advantage, and the profits thereof to be bestowed amongst the poor, as the overseers yearly should think fit: And reciting, that the said John Minshull, after making his will, and before his death, declared his mind to be, that the money to be raised by disposing of the said residue, should be laid out by his executors in a purchase of the inheritance of some lands for the use aforesaid, and that Bibles should from time to time be bought and given to the poor children of Sidmouth, and their schooling should be paid as he had formerly done; And reciting, that the proceeds of the said residue amounted to near the sum of 360*l*. and that the officers and chief inhabitants of Sidmouth being desired by the executors to find out a parcel of land near that value, had pitched on the lands and tenements thereinafter mentioned; and understanding that the lowest price thereof would be 400*l*. they proposed that the said 40*l*. in their hands given by the said Anthony Isaack, should be added to the money given by the said John Minshull to make up that sum, and thereupon desired the said Nicholas Haydon and Christopher Isaack to purchase the said lands, and settle the same according to the wills of the said respective donors; and that they did with the goodliking of the persons of the second part, and other chief inhabitants of Sidmouth, and with their approbation, contract with one John Veryard, of Sidmouth, for the purchase of the lands thereinafter mentioned, who therefore by indenture dated 1st November, 18 Car. II. in consideration of said 400*l*. conveyed to the said Nicholas Haydon and Christopher Isaack, and their heirs, a messuage and tenement and two gardens, with the appurtenances, containing by estimation 24 acres, called Holway, situate in the parish of Salcombe in the county of Devon, with common of pasture on Bidden-Hill, and a rent charge of 4*s*. out of certain parcels of land in Salcombe; It was witnessed, that the said Nicholas Haydon and Christopher Isaack, for the special trust and confidence reposed in the parties of the second part for executing the trusts aforesaid, and to the end that the most sufficient inhabitants of Sidmouth might from time to time take care and see that 40*s*. of the rents and profits of the said premises, might yearly be distributed amongst the most aged and impotent poor people of Sidmouth, and the will of the said Anthony Isaack in that behalf fulfilled; and that one moiety of the residue of the profits of the premises might be laid out in maintaining and paying for the schooling of the poor children of the said parish, and buying Bibles for them as theretofore had been done, and as was well known to the said parishioners; and that the other moiety of the residue of the said profits might be bestowed amongst the other poor of the said parish yearly, as the overseers of the poor for the time being should think fit, according to the will of the said John Minshull, granted conveyed and enfeoffed to the parties of the second part and their heirs, the said messuage lands and

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tenements, upon trust, yearly to distribute 40*s.* of the rents and profits of the said premises amongst the poor people of Sidmouth, and to lay out the residue thereof according as the said John Minshull had by his will appointed. And it was thereby agreed, that as often as eight of the trustees should die, or depart out of the parish, and have their habitation elsewhere, that then it should be lawful for the residue of the trustees, with some of the chiefest and most substantial inhabitants of the said parish for the time being, to choose so many other inhabitants of the said parish, not being tenants of any part of the said premises, as would make up the number twelve; and that after such election, the trustees then living and inhabiting in Sidmouth, should convey the premises to the new trustees, to the use of themselves and the said new trustees, in trust as aforesaid; and that when any of the said trustees should remove out of the paaish of Sidmouth and dwell for the space of six months out of the parish, every trustee so departing, should, upon request made after such departure, convey to the residue of the trustees then remaining, all his estate and interest in the premises; and it was further agreed, that two of the trustees should be yearly chosen receivers of the rents and profits of the premises, and should have power to receive and disburse the same, according to the true intent and meaning of the said indenture, and give up their account thereof to the said trustees, to be by them examined and allowed of.]

To Mr. CUTLER.

WHEN were you appointed trustee?—I was appointed last year, under the deed dated in 1817, (1st August)

Who were the trustees before the last appointment?—The Rev. William Jenkins and Roger Saunders, Thomas Lyde and Nathaniel Godfrey, who were all appointed under a deed of 16th May, 1791, were all that were living at that time; the two latter were removed out of the parish, and had by their deed dated 29th July, 1817, conveyed all their estate and interest in the trust property to Mr. Jenkins and Mr. Saunders, the two other trustees.

What is the present state of the trust property?—It contains about 24 acres. There is one good house and outbuildings and courtlage on part of it. One of the outbuildings is now also converted into a dwelling; Mr. Charles Sedgwick is now the possessor of the principal house and other buildings, and about 6A. 1R. 36P. of land including an orchard and garden; and he has within the last fortnight underlet the same to — Bishop, esq. as yearly tenant. The Rev. William Cockburn is in possession of other part of the premises, containing 6A. 2R. 19P.; and George Cornish, esq. is in possession of 9A. and 32P. the remainder thereof. This I apprehend is all the property originally purchased.

Do you know what is become of the rent-charge of 4*s.*?—We have no knowledge of it, nor of the lands which are charged with it.

Do you know of a right of common belonging to the property?—There is a common called Salcombe Hill. I do not know Bidden Hill, nor whether the tenants have any rights on Salcombe Hill.

By what means did these several persons come into possession of this property?—

[Witness produced a counterpart of a lease, dated 16th May, 1791, from the Rev. William Jenkins, Samuel Cawley the elder, esq., Samuel Cawley the younger, esq., Thomas Hodge, surgeon, William Lyde, gentleman, Thomas Lyde, gentleman, Roger Saunders, mercer, Joseph Baker, malster, John Maguire, innholder, Nathaniel Godfrey, builder, Richard Wood, glazier, and Walter Denning, yeoman, all of the parish of Sidmouth, described to be feoffees of the poor lands of the parish of Sidmouth, of the one part; and Thomas Keene and James Hanson Keene of Bristol, sugar refiners, nominated in trust for Elizabeth, wife of the Rev. John Brutton, of Salcombe of the other part; whereby the parties of the first part, in consideration of the rents, covenants and agreements therein-mentioned, demised and let to the parties of the second part one orchard, containing by estimation half an acre; one close adjoining, one acre and an half; one close adjoining Mr. Clapp's ground, two acres; one close adjoining the said two acres, containing three quarters of an acre; one close adjoining the said last mentioned close, one acre and half, all which lie above the road leading from Sidmouth to Sidford, and in the parish of Salcombe; one other orchard in the Byes, containing 3 roods and 10 perches; part of another orchard in the said Byes; a parcel of land containing 89½ feet wide against the road, leading from Sidmouth to Sidford on the east, and 118½ feet against the river on the west, and part thereof on the other side of the river; 12 perches and another parcel of land containing 150 feet wide against the said road on the east, and 153½ feet wide against the said river on the west, and part thereof on the other side of the river; 18 perches also in the parish of Salcombe, to hold to the said Thomas Keene and James Hanson Keene, their executors, &c. from the 24th day of June then next, for 99 years, in trust, and for the sole and separate use of the said Elizabeth Brutton, her executors, &c. at the yearly rent of 11*l.* 11*s.* at Midsummer & Christmas;

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covenants from the lessees to pay the rent, to uphold and maintain in good repair all the hedges, ditches, gates, bars, and fences of the said premises, and so deliver the same up at the end of the term; to pay the land tax, church and poor rates, tithes, and all other outgoings, with a power of re-entry on non-payment of rent or breach of any of the covenants by the lessees. The lessors covenant for quiet enjoyment, to put in repair the fences gates, &c forthwith, to put up the hedge between Mr. Clapp's ground, when required by the lessees.]

In whose occupation are the premises mentioned in this lease?——These are the lands which are held by by the Rev. Mr. Cockburn.

[Witness produced another indenture of lease, dated 23rd June, 1792, between the same lessors (except John Macguire), of the one part, and Henry Brutton of Calhampton, gentleman, a trustee for the Rev. John Brutton, of Salcombe, of the other part; whereby the said lessors, in consideration of the rents and covenants, demised to the said Henry Brutton, a messuage, barn, stable and courtilage, and several closes of land, with four orchards and a garden, containing in the whole by estimation nine acres and three yards, situate in Salcombe, being parcel of the lands belonging to the poor of Sidmouth, called Sidmouth Poor Lands; and also several closes of land, containing in the whole by estimation six acres, situate also in the parish of Salcombe, being parcel also of the same lands, and all common of pasture, &c. thereto belonging, (except timber and other trees); to hold to the said Henry Brutton, his executors, &c. from the 24th June then instant, for 99 years, in trust for the said John Brutton, his executors, &c. subject to a lease of the said messuage and lands, containing nine acres and three yards, dated 31st October, 1786, granted by the said Samuel Cawley the elder, William Lyde and Richard Wood, the then surviving feoffees of the said lands, to George Turner, for a term of 14 years, which would expire on the 25th March, 1804; and also subject to a lease of the said lands containing six acres, dated 11th November 1788, granted by the said Samuel Cawley the elder, William Lyde and Richard Wood, to Henry Weeks for 14 years, which term would expire on 29th September 1802. The rents reserved under the said leases being from thenceforth to be paid by the said respective tenants to the said Henry Brutton, under the yearly rent of 21l. at the four usual feasts. Covenants by lessee for payment of the rent, to keep in repair the buildings, and also the hedges ditches and fences belonging to the premises, and so leave the same at the end of the term, and to pay land-tax, and all other rates and taxes, and to plough, sow and dress such arable lands as he may use in tillage, in a husbandman-like manner, and not to cut any hedges or underwood in the three last years of the term; with a power of re-entry in case of non-payment of rent or non observance of the covenants, or any of them: and the lessors covenant for quiet enjoyment.]

Do you know when the trustees, who granted these two several leases, were appointed?—

[Witness produced the trust deed, dated 16th May 1791, from Samuel Cawley, the elder, esq. William Lyde and Richard Wood, the surviving trustees appointing new trustees, stated to be by and with the consent of the chiefest of the inhabitants of Sidmouth, and conveying the property to the use of the old and new trustees, upon the trust before-mentioned.]

Who is in the occupation of that part of the trust property which is granted by the last-mentioned lease, and containing nine acres and three yards?—George Cornish, esq. of these, and Mr. Sedgwick of the other six acres.

To Mr. LE MARCHANT.

DO you remember when Mrs. Brutton held the premises which are granted by the lease of 1791, in trust for her?—I do; and I have understood that she had some property of her own which adjoined the part of these lands so let to her, and that she had built a house upon her own land previously to the lease; and that the two parcels of lands described by fact in the lease, now form part of the lawn belonging to that house, which is called Salcombe House. The other lands granted in that lease are a short distance from the house, except the parcels called the Byes, which are about a mile distant.

How did Mr. Cockburn become possessed of this property?—On Mrs. Brutton's death the same belonged to her daughter, who died, and Mr. Keene and Mr. Hanson took, I believe, as her representatives, and Mr. Hanson purchased Mr. Keene's right, and then sold I believe to the Rev. Mr. Jenkins, together with the other property which had before belonged to Mrs. Brutton; and Mr. Jenkins sold to Mr. Cockburn about four or five years ago, who now has Salcombe house also.

Do you know what price Mr. Jenkins received for this leasehold land?—I do not.

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To Mr. NEWBERY.

WHAT do you know of the property granted by the lease of 1792? —The house, when this lease was granted, was a mere cottage, not worth more than 4*l.* or 5*l.* a year; Mr. Brutton afterwards fitted it up and resided in it a short time, and then sold the house and land, with all the furniture wine and stock upon it to the Rev. William Jenkins, who afterwards disposed of the house and six acres of land to Mr. Sedgwick, for his life, free of rent, for the sum of 500*l.* as I have heard; and Mr. Jenkins sometime afterwards sold his interest in the remaining nine acres to George Cornish, esq, subject to the payment of the whole rent of 21*l.* reserved by the lease for both nine acres and the six acres. Mr. Jenkins also sold to Mr. Cockburn the residue of the term of 98 years, of that part of the trust property which had been granted by him to Mr. Sedgwick for his life, and for this I have heard Mr. Jenkins has paid 200*l.*

To Mr. CUTLER.

UP to what time has the rent reserved by these leases been paid?—The present new trustees have not received any part of the rent since their appointment. We have declined to receive the reserved rents, lest we should thereby confirm the leases which have been granted.

Do you know the rents payable under the leases granted previous to the lease of 1792, which are excepted out of that lease?—We do not know these rents, nor have we the counterparts of those leases in our possession.

Do you know whether any fine was paid on the granting either of the leases of 1791 or 1792?—I believe no fine was paid for either.

To Mr. LE MARCHANT.

DO you think the rent reserved by those leases, were fair rents at the time?—I think they were at that time fair rents; but the value of property in Sidmouth has since that time very considerably increased, and if a long term had not been granted, those rents would now be much advanced.

To Mr. NEWBERY.

ARE you of the same opinion with Mr. Le Marchant, as to the value of this property at the time of the leases?—I am. The land was then fairly worth to a farmer, the rents then reserved.

What would have been the value of this land in the years 1801 and 1802, when the prior leases of it would have expired?—I think the land would have been worth, in those years, double the amount of of the rent reserved in 1792.

Can you give any statement of the present value of the whole of this property?—The whole has been recently valued by Mr. William Bond, a respectable surveyor of Axminster, who estimates the whole of the land to be worth 120*l.* a year, allowing deductions for repairs of buildings, land tax and rates.

ESTIMATE of the Yearly Value of a Freehold Estate, being Donation Lands, belonging to the Feoffees of the Poor and School of Sidmouth, situated in the Parish of Salcombe Regis, in the County of Devon, valued in January, 1819, by William Bond.

DESCRIPTION.	Quality, 1819.	Statute Quantity, by Evans.	Yearly Value.	OBSERVATIONS.
Rev. WM. COCKBURN, Tenant:		A. R. P.	£. s. d.	
Long Down	Fallow	1 0 17	3 10 0	
Hatchet Close	Wheat	1 3 28	8 0 0	
Orchard	Orchard	1 1 37	15 0 0	
The Lawn Acre	Pasture,&c.	0 3 21	4 10 0	
Ditto	Pasture,&c.	0 3 25	4 12 0	
Parts of two Orchards in the Byes	Orchard	0 1 11	1 0 0	
		6 2 19	36 12 0	

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DESCRIPTION.	Quality, 1819.	Statute Quantity, by Evans.	Yearly Value.	OBSERVATIONS.
		A. R. P.	£. s. d.	
GEO. CORNISH, Esq. Tenant:				
Little Downland	Fallow....	1 1 4	4 0 0	The north hedge taken down.
Great Downland	Wheat, &c.	2 1 26	7 15 0	
William Stone	Fallow....	1 0 22	4 0 0	The south hedge taken down.
Pitfield Orchard	Old seeds..	2 0 15	9 0 0	
Silk Acre	Meadow...	0 3 3	4 0 0	The north hedge taken down.
Three Yards	Beans'....	0 2 15	2 10 0	The north hedge taken down.
Seven Acres	Turnips...	0 3 27	3 10 0	The south hedge taken down.
		9 0 32	34 15 0	
— SEDGWICK, Esq. Tenant:				
A comfortable thatched dwelling-house and garden	.....	0 0 39	25 0 0	
A cottage and workshop occupied by Mr. Teed; and a cellar, pound-house, yard & sheds with a garden and orchard, occupied by Mr. Sedgwick	.....	0 1 35	10 0 0	
An orchard adjoining the garden	Orchard...	0 2 21	6 6 0	
Tutchen mead	Wheat....	2 0 27	10 10 0	
Shorland meadow	Meadow...	1 0 32	6 0 0	
Channon's Close	Garden ...	1 0 14	4 4 0	
Three Yards	Garden ...	0 2 28	3 10 0	
		6 1 36	65 10 0	
Allow for the annual repairs of the buildings....			5 10 0	
		£	60 0 0	

RECAPITULATION.

	A.	R.	P.	£.	s.	d.
Rev. William Cookburn	6	2	19	36	12	0
George Cornish, Esq.	9	0	32	34	15	0
—— Sedgwick, Esq.	6	1	36	60	0	0
Total	22	1	7	131	7	0
Deductions:	£.	s.	d.			
The land tax	2	19	1½			
The poors' and church rates are estimated to average	8	7	10½			
				11	7	0
The clear yearly value			£	120	0	0

Axminster, January 27th, 1819. (Signed) *W. Bond.*

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To Mr. CUTLER.

IS any land-tax charged upon this property?—There is no land-tax; the trustees have redeemed the land-tax. In the year 1800, the then feoffees sold a small field part of another charity, for the redemption of the land tax on the whole of the charity lands at Sidmouth, at the price of 94*l.* 10*s*, of which sum 92*l.* 12*s.* 10*d.* was paid to the receiver general of the County of Devon, the remainder being deducted for fees of office, and by him the same was remitted to the commissioners for redemption of land-tax, and by them transferred to the commissioners for redemption of the national debt; but the land-tax was not discharged; and the then trustees took no steps to get the redemption effected. Thus the matter was allowed to rest until the year 1815, when a memorial was presented by Mr. Jenkins and Mr. Sanders, the surviving feoffees, to the board of taxes on the subject; but nothing was effectually done, although repeated applications were made, until July 1818, when the new trustees presented another memorial to the same effect and after some trouble the money was applied to the redemption of the land-tax, but, on account of the advance of the price of stock, we were obliged to pay 16*l.* 3*s* 5*d.* more than the sum paid in 1800, and all the land-tax in the meantime was also paid. The land tax therefore being now redeemed, and Mr. Bond having deducted it from his valuation, if ought to be added to the rent, (being 2*l.* 19*s.* 1½*d.*) and the clear value of the land will then be about 12*l.* according to his estimate.

Is Mr. Bond's statement of the quality of the land, whether arable or pasture, correct?—It is.

To Mr. NEWBERY.

BY this statement it appears, that several of the hedges between the charity land and Mr. Cornish's land are taken down; is that the case?—Several of these hedges have been taken down and thrown together with his own lands; and there are no boundary stones fixed to shew the boundaries, only some trees left where the hedges stood.

Do you remember when there were any hedges on those parts of the charity lands which have been long ago thrown into the lawn of Salcombe House? I do not remember those hedges, but I have heard there were hedges there, and there are boundary stones there which mark the division of the property.

To Mr. CUTLER.

WHAT is the present state of the House which Mr. Brutton built or improved on this property?—The house is a good house, and I have heard that Mr. Brutton laid out 500*l.* or 600*l.* on it. I have heard it is now let for 30*l.*

To Mr. NEWBERY.

WHAT is the cottage which is fitted up on these premises?—This was a barn which was converted into a cottage, and is adapted to the residence of a butcher, or little tradesman; it is now occupied by a carpenter. The improvements of this cottage, together with those of the other house, could not have exceeded 600*l.*

Is there any timber on this property?—There is a little growing timber on it sufficient for repairs; some small trees were blown down by the high winds last year, which sold for 3*l.* 9*s.* 5½*d.*

It appears by the accounts of the old trustees that an elm was sold for 7*l.* 2*s.*; do you know any thing of that?—That elm was also blown down, and I purchased it at the above price.

Are you able to state how the rents of this property were expended by the old trustees before the appointment of the new trustees? I have been in office as churchwarden of Sidmouth for the last 20 years, and before I became feoffee, I used to receive Mr. Cornish's rent of 21*l.* of which I reserved 6*l.* for the schools, and the other 15*l.* used to be paid over by me to Mr. Jenkins, who used to lay out part of it in bibles for the poor persons of the parish, and the remainder used to be given away in weekly by Mr. Jenkins, with my assistance, to poor persons in the parish, who were thought most deserving objects, whether receiving parish relief or not, in different sums varying from 5*s.* to 6*d.* according to the families and wants of the poor persons.

Was any list kept of these poor persons?—There was a list kept by Mr. Jenkins, and we used to meet generally the day before and fix on the proper objects.

How was the 6*l.* which you reserved, applied?—It was reserved by me, as treasurer to the national schools, and I used to pay this money to the master. There are between 70 and 80 children taught by him.

Have you also a Sunday school?—There is also a Sunday school, and the same master teaches the children of the Sunday school as well as those of Bell's daily school.

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How long has this 6*l.* only been applied to this purpose? As far back as I can remember; and when I first came to the parish, 28 years ago, the same sum was paid to a schoolmaster. There has always since my recollection been a schoolmaster in the parish before the national school or the Sunday school were established.

To Mr. CUTLER.

CAN you account for the circumstance of this sum of 6*l.* only being applied to the school?—I have seen an old lease reserving 12*l.* rent, and I suppose at that time this sum was paid as a moiety of the rent.

Have any proposals been made to any of the present possessors of this charity land respecting the leases which they hold?—The feoffees have made application to Mr. Cockburn and to Mr. Coraish, to know if they would cancel their leases and take others at fair rents, and an exchange has been proposed by Mr. Cockburn for other lands of not less value, which the trustees agreed to, provided the lands to be given and received should be valued by two surveyors, with an umpire if necessary, and on such valuation the leases were to be considered void. An allowance was proposed to be made for the improvements in Mr. Sedgwick's house, and a fair rent to be paid to the feoffees for the whole of the estates in Salcombe, from Lady-day, 1819, until lands could be obtained, to be approved of by the trustees, in exchange. This is the substance of a resolution by the trustees on 1st December, 1818.

Has any arrangement been made in pursuance of this proposal?—None has been made, for Mr. Cockburn would not consent to any exchange, unless the charity land, including the house, cottage, &c. should be considered as worth only 55*l.* a year.

Had you, upon this, your survey and valuation made?—We had, and we shewed Mr. Cockburn the valuation; but nothing more has been done in the business.

By whom were the present new trustees appointed?—I believe they were appointed by the old trustees. I do not know that the inhabitants in general were consulted, but the new trustees are principal inhabitants of Sidmouth; the present trustees are—

Rev. William Jenkins, senior.	Henry Manning, esq.
Rev. William Jenkins, junior.	Thomas Hodge.
Rev. James Hobson.	Mr. Thomas Newbery.
Rev. Joshua Le Marchant.	Mr. John Newbery.
Henry Cutler, esq.	Mr. William Gale.

All the above are resident in Sidmouth.

Have the trustees appointed receivers?—Two of the trustees have been appointed receivers yearly since the last appointment.

The only sum which you appear to have received is 3*l.* 9*s.* 5½*d.* how has that sum been applied?—It has been paid in part of an attorney's bill, together with 18*l.* received on account of another charity.

For what terms had these lands been usually let previous to the leases for 99 and 98 years?—It appears from an old counterpart of lease of part of the premises, in my possession, that in 1722 part of the premises was granted for a term of 21 years, at the rent of 6*l.*

In the returns of 1786, and in the duplicate return which you produce, it is stated that there is some land in Salcombe belonging to the parish of Sidmouth, held by deed unknown by whom or when given, vested in the Rev. George Cook and others, as feoffees, and producing a gross rent of 8*l.* 8*s.* and reduced by disbursement in 1785 to 7*l.* 1*s.* 7½*d.*; what do you know about this land?—We consider this land part of the 22A. 1R. 7P. comprized in Mr. Bond's survey.

[Witness produced an old lease, dated 20th January, 40 Elizabeth, from Walter Harleven, gentleman, John Evans, clerk, vicar of Sidmouth, Charles Channon, William Lee, Christopher Channon, John Lee, John Evans, John Radford and Roger Slade, to Edward Purchase, William Purchase and Mary Purchase, children of Thomas Purchase, of a tenement and eight acres of land, meadow and pasture, situate at Holway Foot, in the parish of Salcombe, for 99 years, if three persons should so long live, at the rent of 12*s.*; fine paid for this grant was 12*l.*

Also a deed poll, dated 20th October, 1641, by which William Lee and Christopher Channon granted and enfeoffed to John Minshull, clerk, vicar of Sidmouth, John Harleven, and others, the premises mentioned in the above lease, and to their heirs; no trusts declared.]

If this land is comprized in Mr. Bond's survey, how do you account for the small number of acres, this land being described as eight acres, and Isaac's and Minshull's described

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originally as 24 acres, and yet the whole is found to contain only 22A. 1R. 7P. by admeasurement?—The 24 acres purchased out of Minshull's and Isaac's money, and the above 8 acres, must have been customary acres only, and not statute acres; and it is generally found in this parish that the customary or computed acres are nearly one-third less than the statute acres.

It appears from the deeds of the 8 acres, that this land was vested in trustees before Minshull's and Isaac's lands were purchased, can you account for the subsequent consolidation of these lands in the same trustees, and why no mention is made of the trusts of the former charity lands in the trust deeds?—I am unable to account for this, nor can it be shewn upon what trusts these 8 acres were originally held, but we find that one John Conant rented some of the charity land in Salcombe, at the time of the returns of 1786, which we supposed to be part of the same lands as are comprised in Minshull's trust deeds, and on applying to a nephew of John Conant, we find that the land which his uncle rented at that time was part of the land now in our map as land held under Minshull's and Isaac's charity, and therefore we are satisfied that these 8 acres are parcel of those lands; there are no other charity lands of ours in Salcombe.

29th *September*, 1819.

Rev. WILLIAM JENKINS, of Sidmouth.

ARE you a trustee of the charity lands of Sidmouth?—I am; I was appointed by the trust deed of 1791, and am the only survivor of the trustees then appointed.

You were a party to the leases for 99 years, granted of some of the trust property in the years 1791 and 1792?—I was; the trustees at the time of granting these leases did what they then cosidered most for the advantage of the charity.

Can you state what the rents of this land amounted to previous to the leases of 1791 and 1792?—It appears, on reference to the account books of William Lyde, the then treasurer, that the lands comprized in the lease of 1792 were let in the year 1790 for 19*l.* 7*s.* viz. to Mr. Weeks, one part for 7*l.* 7*s.* a year; Sarah Turner, remainder for 12*l.*

	£.	s.	d.
Out of which disbursements were allowed to Sarah Turner of	3	3	3
The schoolmaster was paid his salary	6	0	0
Two bibles and carriage	0	8	2
Distributed to the poor in sums from 5*s.* 6*d.* to 1*s.* of which a list is kept	10	2	0
	£19	13	5

It appears by this book, that Sarah Fuber and Elizabeth Stone paid some rents of 9*s.* and 6*s.* for trust lands up to 1789; what were those rents paid for?—I cannot speak positively to that, but I think these rents were paid for small pieces of the land which lie in the lawn, near Salcombe house, now included in the lease of 1791.

To whom were the other premises, comprised in the leases of 1791, let, previously to that lease?—Mr. Knight was the tenant previously, at the rent of 8*l.* 8*s.* a year.

Note.—They appear to have been let at the same rent to John Conant, in 1778. This rent was subject to deductions, to rates and taxes.

Have you any of the old leases of this property?—I have not, nor can I say where any such can now be found.

Note.—In the same old account book is the following entry:—

	£.	s.	d.
In 1698, account to whom the poor land is set, Thomas Westcott for dwelling, orchard and garden	2	0	0
John Pinne, for the high rent..	0	4	0
Term 21. Edward Bastom for school acre, William Stone, Silk acre, and the Byes	4	8	0
Term 21. John Bastom for the little meadow and the little down lands	2	2	0
Term 21. Thomas Heller for Tucker's meadow and Simon yard	4	6	0
Edward Brown for Pit lands and Down lands, barn and stable..	5	5	0
And for the orchards	1	5	0
	£19	10	0

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At this time disbursements for repairs and taxes appear to have been allowed; and the annual payment at that time for schooling appears to have been 6*l.* Bibles also appear at that time to have been given to children, which came to 1*l.* 9*s.* 3*d.*

The last payment of the rent of 4*s.* appears to have been in 1729, when Stephen Pearse paid one year's 4*s.* Thomas Clarke appears to have paid it in 1714. Thomas Pearse appears to have paid it first in 1728, in 1753, and in 1759. Mrs. Pearse paid 1*l.* for five years, and down to 1778

Did you know Stephen Pearse?—I did, he lived at Sakcombe within about 20 years. His wife, Jane Pearse, is also since dead, and Mr. Thomas Lyde is now in possession of the property which formerly belonged to Stephen Pearse, whom wife gave it to the wife of Thomas Lyde and her brother and sister, whose shares Mr. Thomas Lyde purchased.

Do you recollect, after the lease to Mr. Brutton, whether the disbursements in respect of Sarah Turner's rent during her interest were to be paid by Mr. Brutton, or by the trustees?—

[It appears by an entry in the books, that it was agreed that a moiety of the disbursements should be paid by Mr. Brutton, and the other moiety by the trustees.]

Will you be so good as to state in what mode the rents of the land granted by the lease of 1792 have been applied?—One of the trustees used to become receiver of the rents for a year in his turn, and used to make all the payments, and the accounts were kept in the book of the names of the persons to whom the charity was given; and the accounts used at the end of the year to be submitted to the trustees at large.

In what way were the bibles used to be distributed?—The bibles used to be given generally to the parents of the children at the school, or other poor families, and the children used to be supplied with other books, and tracts which were thought useful for them from my own private funds. No bibles have been given of late years, the whole has been distributed in money.

How have the rents of the land granted by the lease of 1791 been applied?—There was a separate account, kept by Mr. Roger Sandoe, of the other charity lands not comprised in the lease of 1792, and the rents were usually applied in repairing the church and other expenses of the church, and in payment of the sexton's salary of 1*l.* 6*s.* 4*d.* a year.

When did you assign the lease to Mr. Cockbutt?—I think about four years ago.

Can you state what price you gave Mrs. Brutton's representatives for the lease which you bought of them?—I purchased the house and furniture and the freehold estate, together with the leasehold ground, at a gross sum, but I cannot state the amount.

When did you make the second purchase of the Rev. John Brutton?—I bought this three or four years after the first purchase; and this I also bought, together with the furniture and stock, at one general price.

Please to say how the present state of the account of the rent under the lease of 1791 stands.

Reverend Wm. Jenkins.

		Dr. £.	s.	d.
To 15½ years' rent, from Michaelmas 1799 to Lady-day 1815, at 11*l.* 11*s.* a-year		179	6	6
Received also of Mr. Templer, 6½ years' rent for the Dawlish estate, due at Michaelmas 1805, at 10*l.* a year		65	0	0
		244	0	6
Cr.	£.	s.	d.	
1801. Paid on account, as appears by the book	30	0	0	
1802, Nov. Paid Mr. Denbigh, mason, for work about the sexton's house and workhouse as agreed upon by the feeoffees and parishioners	20	5	9½	
Paid Nicholls, carpenter, work about ditto	112	1	3½	
1805. Paid Rev. George Smith, of whom the estate at Harpford was bought, for half year's interest on 400*l.* in consequence of a delay in settling the purchase, during which time the trustees were in possession of the rents	10	0	0	
1809. Paid Mr. Evans for mapping the charity lands	5	0	0	
		184	7	1
Balance due from Mr. Jenkins, on this account		£59	13	5

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Was the expenditure about the sexton's house and workhouse resolved upon at a public meeting of the parishioners, called after the usual notice?—It was; considerably more than twelve were present, and the resolution was unanimous.

How is this balance of 59*l.* 13*s.* 5*d.* accounted for?—About five years ago it was agreed at a general meeting of the parishioners, which meeting myself and Mr. Sanders, the only two surviving trustees, attended, that an organ should be purchased for the church, and that the expense should be raised partly by subscription, and the residue out of the rents of the feoffee lands, part of which had been usually applied, and was applicable to expenses relating to the church. The organ was purchased accordingly, and the whole expense of purchasing and fixing it was 141*l.* 13*s.* 10*d.* towards which subscriptions were raised amounting to 105*l.* 1*s* leaving a deficiency of 36*l.* 12*s.* 10*d.* which I advanced, and which being deducted from the foregoing balance, there remains 23*l.* 0*s.* 7*d.* due from me to the trust in satisfaction of the rent to Lady-day 1815, from which time (or from about that time) Mr. Cockburn is to be accountable for the rent down to the present time, being to Michaelmas 1819, 51*l.* 19*s.* 6*d.*

To Mr. JOHN NEWBERY.

WHAT rent is due from Mr. Cornish for the other part of these charity lands?—Two years were due at Michaelmas last (1819) being 42*l.*

How has the sexton's salary been paid during the suspension of those receipts?—His salary has been paid out of the rents of the Harpford estate.

There appear to be several sums charged for gunpowder, and other charges connected with the fort at Sidmouth, carried to this account in the year 1794; can you explain why these charges were made upon this fund?—It was before I knew much of the public affairs of the parish, and I cannot therefore speak to this; but I understand that these and other expenses of a public nature were taken from these funds at that time by consent of the parishioners and feoffees.

Where Mr. or Mrs. Bratton in any way connected with any of the trustees?—Not in any way that I know of.

Have you seen Mr. Bond's valuation of this charity estate?—I have.

What is your opinion of it?—I have farmed the land myself, and I think Mr. Bond's valuation of it very high.

7th October, 1819.

GEORGE CORNISH, Esquire,

Produced the contract made by him for the purchase of the lease of the lands from Rev. William Jenkins, by which it appears that it was purchased at the price of 275*l.*

Rev. WILLIAM COCKBURN.

DID you purchase of Mr. Jenkins the land held under the lease of 1791, and at what price?—I did purchase it, and paid at least 300*l.* for it, but as my purchase included other property, I cannot state exactly the price.

THOMAS LYDE, the Younger, of Sidmouth.

WHAT do know of a rent-charge of 4*s.* a year, which appears to have been paid some years ago by Stephen Pearse to the feoffees of the charity lands at Sidmouth?—I know nothing of such.

Is not your father in possession of some lands which were heretofore Stephen Pearse's?—My father is in possession of some property at Salcombe, which he took a third of, under the will of Mrs. Pearse, the widow of Stephen Pearse, and afterwards purchased the other two-thirds; he took only the copyhold interest in that property under Mrs. Pearse, and since that he has purchased the reversion in fee from the dean and chapter of Exeter; it was before that, copyhold for lives.

Has your father any land in Salcombe under Stephen Pearse, which was freehold, and not held under the church of Exeter?—My father has a small quantity of land, which was once the freehold property of Stephen Pearse.

Was that freehold land ever the property of John Pearse, who appears to have paid this rent in 1698?—It never was; it was purchased by Thomas Pearse, the father of Stephen Pearse, much within 100 years.

Have you looked among your father's papers for any document relating to this rent-charge?—Some years ago my father did search, but could find none; and I have heard my uncle, Mr. John Woolcott, say that Stephen Pearse had been required to pay the 4*s.* a-year,

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but had refused to pay it; I have never seen any documents relating to it, nor do I believe my father has.

Has your father any land adjoining Holway farm?—There is a small piece of land called the Byes belonging to the charity, which adjoins that part of my father's property which was heretofore copyhold, belonging to the church of Exeter.

11*th October* 1819.

Rev. WILLIAM JENKINS.

[Witness produced counterpart of lease dated 14th September, 1810, from the Rev. William Jenkins, to Charles Sedgwick, esq. of a messuage called Salcombe Cottage, with the cottage, barn, stable, cowhouses, courtlage, gardens, orchards, and two fields thereto belonging, called Tucker's Mead and Little Hemphay, containing in the whole by estimation five acres, for a term of 50 years, if the lessee should so long live, at the clear yearly rent of 5*s*.]

Can you state whether the lands granted in this lease are the lands of the charity?—The close called Hemphay is not part of the charity land, it is part of the manor of Salcombe; the other premises are parcel of the charity lands.

What is become of the other grounds which belonged to the charity?—The three fields described on the map H. I. M. are the remaining lands which belong to the charity. Previous to my lease to Mr. Sedgwick, I recollect having made an exchange with Mr. Henry Weeks, deceased, father of Mr. Thomas Weeks, the present owner, of part of the charity lands, comprising, I believe, the three closes above-mentioned, for the close called Hemphay, and a small orchard, which latter close belonged to the two Mr. Weeks's for their lives, and for which I gave up the three above-mentioned closes. I do not recollect that any deed was executed between us at the time, but he took possession of the one and I took possession of the other; and having so taken possession of it, I undertook to grant the latter by the above-mentioned lease to Mr. Sedgwick.

Who is now in the occupation of the three closes which you gave up to Mr. Weeks, in exchange for Hemphay?—Mrs. Pollard is now the tenant, and I believe she holds the land for the life of Mr. Thomas Weeks, under a lease from him.

HUNDRED OF EXMINSTER.

PARISH OF EAST TEIGNMOUTH.

Church Lands.

25th September, 1821.

Mr. ROBERT JORDAN.

ARE you one of the feoffees of the East Teignmouth church lands?—I am.

What lands of this parish have been sold under the Act of 1815?—Lot 1, in the first schedule of the Act is sold. Of lot 2, the garden is sold, but the house is not. Lot 3 is sold but not paid for. Lot 4 is sold. Lot 5 is sold but not paid for. Lot 6 and 7 are sold. Lot 8 (the workhouse) is not sold. Lot 9 is the same as part of No. 2. Lot 10 is the same as part of No 6.

What sum has been received for the property sold of this parish?—The sum of 1,340*l*. has been paid into the hands of the accountant-general, no part of which has been yet laid out on the church; but the sum of 1,059*l*. 5*s*. part thereof, was paid to Mr. Fairbank, towards the expences of the Act. The sum of 59*l*. 7*s*. 6*d*. was paid to Messrs. Berkeley, solicitors, in London, for applications to the court, and orders and expences for getting out of court the sum of 181*l*. 7*s*. 6*d*. including interest, which Mr. Cove, of Exeter had lent towards the expences of the feoffees of both parishes, on their going to London at the time when the Act of Parliament was passed. The sum so lent was 150*l*. Messrs. Berkeley were the solicitors of Mr. Attley, (a parishioner), and he employed them with the consent of the committee of parishioners. The above-mentioned three sums of 1,059*l*. 5*s*., 59*l*. 7*s*. 6*d*., and 181*l*. 7*s*. 6*d*. make up the sum of 1,300*l*., so that the only balance now remaining in the hands of the accountant-general is 40*l*.; but there is due from the parish of West Teignmouth to the parish of East Teignmouth, as settled by two feoffees, one of each parish, the sum of 555*l*. 11*s*. 1*d*. The price of the two lots unpaid for, amount to 135*l*. (the price of lot 5, being 65*l*. and that of No. 3, 70*l*.) and one lot not sold, part of lot 2, is estimated at about 60*l*.; but it is the opinion of some of the trustees, that it would be more useful to throw the site of this house into the churchyard, in order to enlarge the same, than to sell it. It is not intended to sell the workhouse, lot 8.

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How many of the feoffees of the two parishes attended in London on the passing of the Bill?—All the feoffees of the two parishes were required to attend, in order to give their consent to the bill in person. And one, who by reason of sickness could not attend, was required to sign a consent to the bill, and a certificate and affidavit of a medical man were also required. The expenses were paid of eleven feoffees in all, and a provision was made in the Act, as to the consent of two feoffees who were beyond the seas, which has been complied with.

What was the expense of each feoffee?—Each received 22*l.* but I received 25*l.* on account of the additional expense incurred in coach hire, and attendances on the judges, &c. The ten others who attended received in the whole 220*l.* exclusive of myself. We were there about three weeks. The bill had been introduced into the House of Lords, and when it came down to the Commons, it was objected to, that as a money bill it ought to have been first introduced into that house, by which means the expense was considerably increased. The charge in the accounts for each parish, beyond the 220*l.* was for the interest of the money lent by Mr. Cove.

Has any thing been done towards the improvement of East Teignmouth church?—Nothing as yet; but it has been proposed to enter into a contract for the improvements of the church, to which the minister and churchwardens, the parishioners and feoffees shall be parties.

Has any interest been paid by the accountant general in respect of the sums paid into his hands?—I am not able to say: but no credit has been given for any interest in the accounts which have been sent to me.

Can you account for the variation between the recital in the Act, which states the East Teignmouth rents at 5*l.* 15*s.* 6*d.* and the schedule to the Act, which shows the amount to be 5*l.* 2*s.* 6*d.*?—I cannot account for this, but the schedule is correct.

Were the rents of these lands paid to the churchwardens previously to the Act of Parliament; or how were they applied?—The churchwardens in general received those conventionary rents previous to the Act. I did in one receive an arrear of 13*s.* 4*d.* a year for eight years, of Mr. Cove. The rents which have come to my hands have been carried to account. The rack rent of the portion of the field, called Half Acres, being latterly 3*l.* 5*s.* and previously 2*l.* 3*s.* a year was always paid to me.

Did you never render an account to the parish of these rents?—The trustees were not in the habit of doing it.

How was lot 5 sold?—It was sold by auction, at the price of 80*l.*; but afterwards some complaint was made about the price, and the sum was reduced to 65*l.* This money is not yet paid, but notice has been now given for paying it, and it will be paid when the office of the accountant general opens.

Do you know if there were any other bidders for that lot?—I cannot state.

Who was the best bidder at the sale?—Mr. Martin was the best bidder; he is one of the feoffees, but he bought it for Mr. Withecombe, a relation of his. A deposit of 14*l.* was paid soon after the first sale, to Dr. Tucker, which is now in his hands. I do not know whether this sum is retaind to pay for the conveyance or not.

Mr. GEORGE BURDEN.

DO you know the premises belonging to Miss Withecombe: and what is your opinion of the value of the reversion thereof, subject to her life interest?—I do know the premises; and I consider that this property is worth from 130*l.* to 150*l.* subject to her life interest.

Mr. ROBERT JORDAN.

WHAT is your opinion of the value of this property, subject to Miss Withecombe's life interest?—I think it worth from 80*l.* to 90*l.* If Miss Withecombe's father and mother were living, on whose lives the property was holden, I do not think it would much alter the value of the reversion, for they were old and infirm. I see that I made an estimate of the value of this before the Act passed, and I then valued the reversion at 80*l.*

Mr. GEORGE BURDEN.

HAVE you any observation to make respecting the field called Half Acre, (lot 7)?—The parish of East Teignmouth is entitled to a divided part of this field, and the feoffees have allotted to us about half an acre of the land, which I consider not so much as our parish is entitled to. The rest they have considered as the property of West Teignmouth.

Mr. ROBERT JORDAN.

HOW did you ascertain the quantity of this field belonging to East Teignmouth?—There had been some boundaries formerly visible, which showed the division of this pro-

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perty; and when those boundaries were existing the land was measured by Mr. Mardon, and it was ascertained what the part belonging to East Teignmouth was. Mr. Mardon was a schoolmaster, and I produce his map and measurement.

[Plan and measurement of Mr. Mardon produced, dated in 1768, which states the whole quantity of this close to be 5A. and 15P., of which the part below the land-score was 1R. and 30P.

By the trust deed for East Teignmouth, of 1701, this is described as "a piece of land lying in a place called Half Acres, containing, by estimation, half-an-acre."]

How do you know that the part described as below the land-score was what belonged to East Teignmouth?—I have always so considered it. Upon the sale of the whole field to the Rev. Mr Salter, he gave 90*l.* for the part belonging to West Teignmouth, and 95*l.* for that belonging to East Teignmouth.

There appears to be a bill of 90*l.* 12*s.* 7*d.* due to Mr. W. R. Jordan from the feoffees stated to be for the expense of sales, &c. of this property; has that bill been taxed, or is it intended to be taxed?—I apprehend it is to be taxed before it will be paid.

26th September, 1821.

[Mr. Robert Jordan produced the account of receipts and disbursements relating to the East Teignmouth lands, inserted in the report.]

Mr. ROBERT JORDAN.

HAVE you received any rents or fines of the East Teignmouth property, except those contained in the account from 1802 to 1807?—No.

By whom were the rents and fines received before 1802?—The landscore was previously let on lease for lives, and the rent of it, which I think was 2*s.* was received by the churchwardens with the other conventionary rents. I do not recollect any other renewals, except that in the year 1793, a fine of 25*l.* was paid by Miss Pidsley to Mr. Brewer, who was a feoffee and also churchwarden of that year, and it was appropriated towards erecting a gallery in the church. I never saw any feoffees' accounts prior to mine of 1802. I first became a feoffee in 1788, but received nothing before 1802. I apprehend that all fines received before that time were paid over, as received, to the churchwardens.

What were the expenses of 8*l.* 9*s.* 8*d.* charged as the expenses of the feoffees at different times?—They were for the expenses of an auction, in 1813, for leasing a plot of ground before the Act passed, which lease was not carried into effect, the best bidder refusing to complete his contract, and of two previous meetings of the trustees.

What was the bill of 27*l.* 14*s.* 11*d.* paid to Mr. Cove, in 1817?—It was for business done by him in 1801 and 1802, as an attorney, in consequence of a dispute between the feoffees and Mr. Hirtzel, who claimed a renewal of his lease under a convenant from former feoffees, for a perpetual renewal at a fine certain. The opinion of counsel was taken, and other expenses incurred. Mr. Cove was employed by the feoffees, with the consent of the parishioners of East Teignmouth.

What is the charge of 5*l.* 5*s.* made by you for making out an account of the lands of East Teignmouth?—By the desire of Dr. Tucker, as solicitor for the bill, I made a valuation of the trust property previously to the passing of the Act, and with a view to it. I made no charge to the feoffees, but this was considered by them as a fair remuneration for my trouble.

What is the 5*l.* 5*s.* charged by you for superintending the business of the feoffees?—I made this charge, and the feoffees thought I was entitled to it, as I had had the general management of the trust during so many years. For my trouble in conducting the trust of West Teignmouth, I used to charge; but I never have received any thing but these five guineas from East Teignmouth for this trouble. Since the Act passed, I have had a great deal of trouble, and I have entered all the resolutions, but the whole is included in this charge.

Has your account, as produced, been audited by the feoffees?—It has been audited lately by the feoffees, but not before. My account has been produced to them frequently.

28th September, 1821.

Mr. EDWARD CROYDON, Churchwarden of East Teignmouth.

WHAT conventionary rents appear by your books to have been received by the churchwardens?—I find that till 1813 these rents were received by the churchwardens.

What are the principal subjects of complaint on the part of the parishioners of East Teignmouth, with respect to the sale of the lands under Act of Parliament?—First, with

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respect to the sale of Miss Withecombe's premises, the parishioners think the purchase money is much less than the value, and that it was improperly reduced after the auction; —Secondly, the parish also complain, that notwithstanding repeated applications, they have never been able to obtain till now any account from the feoffees;—Thirdly, that although all or nearly all of the parish property has been sold, nothing has yet been done towards the improvement of the church.

Mr. ROBERT JORDAN.

WAS it not a condition in the sales of the property under the Act, that the purchasers should pay interest on their purchase money until the purchases were completed?—There was such a condition on the first sale, and the Rev. Mr. Salter, the purchaser of Half-acre, will be charged interest for his purchase money. Mr. Holland paid interest for his puchase-money, which I have accounted for. No interest has been paid on Miss Withecombe's purchase, because the contract on the first sale by auction was not completed, but I shall mention this to the feoffees for their consideration. Mr. Attley purchased by private contract, and no interest was agreed for or paid by him. There was no great delay between his contract and the completion of the purchase.

Why was no interest paid on Mr. Cove's purchase?—There was no written contract, and no mention was made of interest.

How much time elapsed between Mr. Cove's verbal contract, and the completion of his purchase?—I believe between two and three years; the purchase money was paid in June 1818; the first sale at which it was put up but not sold, was in August 1815.

Who made this verbal contract with Mr. Cove?—I believe the feoffees themselves agreed with Mr. Cove.

Did Mr. Cove's purchase consist of property in reversion of leases for lives?—Part of the premises were not in reversion, being lot 10, and part of lot 6, which consisted of an old house in a state of dilapidation. Dr. Tayleur who bought of Mr. Cove, had not the possession of this until the purchase was settled. I believe that the proportion of this part was 400*l.* of the purchase money; and that 300*l.* was the price of the reversionary property.

How was the proportion of the expenses of the Act ascertained between the two parishes of East and West Teignmouth?—One half of the fees paid to the officers of the Houses of Lords and Commons was charged to each parish, but the charges of the attorneys were divided in proportion to the value of the property belonging to each parish; and the expenses of the feoffees, and Messrs. Berkeley's bill, were apportioned according to the number of feoffees who went to London for each parish.

What more have you learnt relating to the sale of the house to Miss Withecombe?—I understand that old Mr. Withecombe refused to complete the purchase under the sale by auction. A second auction was held, but there were no bidders for this lot, and it was afterwards agreed by the feoffees to sell it for 66*l.* This purchase has not been completed, because Mr. Strahan applied for Miss Withecombe, as her friend, to the feoffees, requesting that as the money made no interest in the accountant general's hands, the money might be allowed to remain in her hands. Miss Withecombe is not in good circumstances.

1*st October*, 1821.

JAMES MARTIN, of East Teignmouth.

ARE you one of the feoffees of East Teignmouth lands?—I am.

Were you present at one of the sales of these lands under the Act of Parliament, when a house, now in the possession of Miss Withecombe, was sold?—I was.

Did you bid for that lot?—I did, and my name is entered as the best bidder at 80*l.* I bid for Mr. Withecombe; he afterwards gave up the purchase, and the feoffees held another sale, when some other parts of the trust lands were offered for sale, and this lot was included, and at that second sale there were no bidders. Afterwards this lot was sold by private contract to Mr. Withecombe for 66*l.*, and he desired that the conveyance might be made to his daughter.

What was the bill of 5*l.* 14*s.* charged by you in your churchwarden's accounts as expenses of the feoffeess?—This was for expenses of feoffees at their meetings at my house (the public rooms) on business of the trust, at the time of the sale in 1815. There was another bill of 7*l.* 9*s.* 5*d.* charged in my churchwarden's accounts in 1819, which was for the expenses of various meetings of the feoffees in 1818 and 1819.

What do you think was the value of Miss Withecombe's premises at the time of the sale to her?—I think them worth about 60*l.* or 70*l.* I bid 80*l.* because I was unwilling that the property should go out of our family, Miss Withecombe being my first cousin. Mr.

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hn Withecombe and his wife were living at the time of the first sale, and their lives were the property. Mrs. Withecombe died in November 1815, and Mr. Withecombe in ecember 1818.

Was any deposit paid upon the first sale?—Fourteen pounds was paid as a deposit to r. Tucker, and 66*l.* is to be paid besides for the purchase. These sums make up the sum 80*l.* for which it originally sold; but the subsequent agreement with Mr. Withecombe is, that the writings should be paid out of the deposit of 14*l.*; whatever therefore remains of that sum, must be carried to the account of the trust by Dr. Tucker.

No.	DESCRIPTION and RENTS Of the Premises contained in the first schedule to the Act for repairing the Churches of East and West Teignmouth.	Reserved Rents and Conventionary Rents. £. s. d.
1	All that plot of ground, formerly Lettons, in East Teignmouth aforesaid; and also all that messuage or dwelling-house, and other buildings on the said plot, formerly in the possession of John James Hirtzell deceased	0 2 6
2	All that tenement or dwelling-house and premises, in possession of George Burden; and also a little garden; and also a little vacant spot of ground belonging thereto, in East Teignmouth aforesaid	0 2 0
3	All that plot or landscore called Two Acres, in West Teignmouth, Devon .. ..

Exeter. Mr. Kendal has, within seven or eight years, provided some necessary things for the communion; and I understand that Mr. Prowse survived Mr. Granger, and that Mr. Prowse assigned over this trust to Mr. Kendal. Mr. Kendal was applied to for some things which he provided for the communion table.

What does this property now consist of?—It consists of a house, barn and garden; the garden was formerly an orchard. Wannell pays 8*l.* a year rent clear for the house and part of the garden, and the remaining part of the garden is let for 1*l.* a year. I think the whole if put in proper order would let for 12*l.* a year.

[*Note.*—The title deeds of this property prior to Amy Newberry's will were produced by the churchwarden, amongst which was a paper stating as follows:

"Rent received	£12	0	0
"Disbursements	2	5	9
"Balance	9	14	3

"for and towards the purchasing plate, cloth, and other decent "furniture for the communion table in East Teignmouth."]

Mr. ROBERT JORDAN.

DO you know whose writing this paper is?—I believe it to be the hand-writing of the Rev. Mr. Prowse.

12*th December* 1821.

Mr. WILLIAM KENDAL.

STATE the circumstances under which you became concerned with the charity of Amy Newberry.—I first became concerned with it as solicitor for Mr. Thomas Prowse son of the Rev. T. Prowse, the trustee, about the year 1808. The premises given by Mrs. Newberry were then in a bad state of repair, and the Rev. Mr. Prowse had in his life time let the premises at the rent of 40*s.* per annum. That lease having expired, as it was considered an advantageous situation for building, Mr. Thomas Prowse wished, at my advice, to let the premises in that manner for the benefit of the charity; he also wished to divest himself of the trust, and to convey it to other persons of the parish. I consulted Mr. Thomson, the late master in Chancery, who was of opinion, that the devise was void by the statute of Mortmain; that Mr. Prowse was therefore a trustee for the heir at law; that he ought not to lease the premises in the manner proposed; and that he ought not to convey them to the heir at law of the testatrix (if found) without the direction of a court of equity. Having obtained this opinion, Mr. Prowse became more anxious to divest himself of the trust, and therefore I got into possession with his consent, and received the rent from that time. I made inquiries in the neighbourhood of Teignmouth, and other places where I thought it likely to hear of the heir at law of Mrs. Newberry; hoping, that if I should discover such person, I should be able to induce him to secure the property to the charity. My inquiries, however, were fruitless; and I therefore took the advice of several of my professional friends as to fittest course to be pursued by me under the circumstances. They advised me to make a title by feoffment and fine, and to reserve such a rent as I should deem sufficient for the purposes of the charity. In consequence of this advice, I entered upon the land, and made a deed of feoffment, dated 29th of April, 1814, which I produce.

[*Note.*—This deed is fully stated in the Report.

Did any other consideration pass from Mr. Cove to you than that mentioned in the deed?—No.

Has the annuity of 10*s.* or has that of 30*s.* ever been paid to the vicar for the purposes mentioned in the will?—Neither of them has ever been paid; and since I have been in the receipts of the rents and profits, no money has been paid in respect of Mrs. Newberry's donation. An application was made to me for some hassocks, by the churchwardens of East Teignmouth; I furnished them, telling them at the same time, that I did not furnish them in respect of the charity.

Is Mr. Cove in possession of the land conveyed to his use by the feoffment?—He gave it up to me a few years ago, when he sold his property.

Has any money been expended by you on the premises?—No; the tenant does the repairs, but the premises are in a very bad state.

Have you received the rent of 8*l.* since 1808?—I cannot speak accurately as to the time. I have been at a good deal of expense, in preparing to sell the premises on a building lease, in endeavouring to find the heir at law, and in making the feoffment and levying the fine.

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PARISH OF WEST TEIGNMOUTH.

CHURCH LANDS.

25th September 1821.

ANDREW GRIFFIN COARD TUCKER, LL.D.

HAVE all the premises which have been sold under the Act of Parliament been sold agreeably to the provisions of the Act?—The whole have been offered for sale by auction; but some part of the premises, for which a sufficient price could not be obtained by auction, have been sold by private contract.

Were the expenses of passing the Act, in obtaining which you were employed as solicitor, taxed by one of the masters of the court of Chancery?—They were;—the following is, I believe, a particular of those expenses, as delivered by me:—

	£.	s.	d.
Money paid out of pocket	937	0	0
My charges	295	0	0
Added by the Master on taxation .. £76 13 0			
Taxed off by the Master 49 14 0	26	19	0
Mr. W. R. Jordan's charge	251	0	0

as stated by my agent.

What is the cause of the large expenses paid out of pocket in this business?—This is a great measure arises from the great amount of the fees paid to the officers of the houses of Parliament, who charged, as I was informed, double fees on passing the bill upon each parish, making four times the ordinary fees of a single Act; and the above sums include also part of the expenses of the feoffees who attended in London on passing the bill.

Was Mr. Jordan jointly concerned with you as solicitor for the bill?—He was not concerned in soliciting the bill, but he was employed in serving notices, and assisting in the preparatory measures; and he attended in London as a witness, and his charges are for these purposes. A committee has been lately appointed, of which Mr. Serjeant Praed is chairman, for the purpose of examining the whole of these accounts, and investigating the general management of the business by the trustees since the act was first determined upon. A portion of the expenses of passing this Act of Parliament has been paid by George Templer, esq. of Stover, who is the purchaser of Staplehill estate, under the condition that he should pay some proportion thereof, because it had been in contemplation before this Act was resolved upon, to obtain an act for the purpose of disposing of that estate alone to Mr. Templer, on condition that he should exchange it for an estate of superior value, which was rendered unnecessary when this Act was determined upon. His proportion of these expenses is about 300*l.*

Have you any deeds relating to the parish lands of an earlier date than those recited in the Act?—No; these deeds recited in the Act are the oldest that have come in my hands.

Mr. ROBERT JORDAN.

HAVE you the possession of any deeds of an earlier date than those recited in the Act of Parliament?—I have not, nor do I know of the existence of any. All the deeds I had I delivered to Dr. Tucker, as solicitor for the Act.

What has been done since the Act passed, with respect to the sale of the lands of the trustees of the parish of West Teignmouth?—Lot 1 in the second schedule is not yet sold. Lot 2, the workhouse, is not sold. Lot 3 has been lately agreed to be sold to the parish, and added to the church-yard, and consecrated, but the money is not yet paid for it. Lots 5, 6, 7, 8, and 9, are sold. Lot 10 is sold, but the consideration not paid. Lot 11 is not sold. Lots 12, 13, and 14, are sold. Lot 15 is not sold. Lots 16, 17, 18, 19, and 20, are sold. Lot 21 is sold, but not paid for.

Have all the monies which have been received on these sales been invested in the name of the accountant-general?—The amount of the lands sold and paid for is 3,635*l.*; which sum has been paid into the Bank of England, in the name of the accountant-general, according to the directions of the Act.

How has that sum been disposed of?—The sums that appear to have been paid to Mr. Fairbank, Dr. Tucker's agent, for the expense of the Act of Parliament, as settled by the master, are 1,519*l.* 8*s.* 9*d.* for both parishes; of which sum, only 460*l.* 3*s.* 9*d.* has been paid out of the account of the West Teignmouth lands, the residue having been charged to the account of the East Teignmouth lands. I have received, as treasurer, two sums, one of

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1,250*l.*, and another of 1,680*l.*; and according to an account received a few months ago from the accountant-general, there remained in his hands a balance of 244*l.* 16*s.* 3*d.* The sum of 460*l.* 3*s.* 9*d.* is not a fair proportion of West Teignmouth towards the expenses of the Act; but a feoffee of each parish has been appointed to settle the proportion of these expenses between the two parishes; the result is, that there is a further sum due from West Teignmouth to East Teignmouth, towards these expenses of 555*l.* 11*s.* 1*d.*

What has been the whole sum which has been already laid out upon the West Teignmouth church?—The whole amount is between 4,000*l.* add 5,000*l.* The church is now nearly completed.

Have the pews been allotted and let according to the directions of the Act?—A great portion of the pews have been allotted, and a great number have been let, and many remain to be let.

Have you raised the monies which it appears by the Act that the parishioners had agreed to raise among themselves?—We have not. We have borrowed of the commissioners of the loan office 1,500*l.* and it is intended that the rents of the pews, which have been let at low rents by the feoffees, shall be applied first in liquidation of this debt, and afterwards in the same manner as the rents of the lands were previously to the Act applicable.

Have you allotted any pews to the poor?—We have allotted the centre of the church to the poor, including the Bell's school for boys. This may contain about 100. There is also a pew alloted to the girls' Bell's school, which holds about 30.

Do you propose to sell that part of the property which is at present unsold?—That is still for sale, when proper prices can be procured.

Have you received any monies on account of these trust lands, besides those paid into the hands of the accountant general?—I have received the sum of 50*l.* for timber sold which I have carried to account.

What was the general nature of the expenditure of the feoffees before the Act?—We paid 30*l.* a year to the Rev. Mr. Salter for a second service on Sundays. We also paid over to the churchwardens from time to time, and generally every year, sums of money towards their general expenses. Sometimes we paid the balance due to them. I have been churchwarden 20 years, and used to take these sums myself. This went to the churchwarden's general account, and of course reduced the church rate.

29th September, 1821.

Mr. ROBERT JORDAN.

HOW were the accounts of the feoffees of the West Teingmouth settled previous to the Act?—I, as one of the feoffees, kept these accounts from 1789 to the year 1810. They were sometimes produced to the parishioners; but this was not done more than once in five or six years, although the accounts were at all times open to the inspection of any one interested that wished to see them. Since the year 1810, the account, have not been produced to the parish, although they have been made up by the feoffees. For three or four years after 1810, the accounts were kept by a person who was clerk in the bank, at a small salary of 2*l.* 2*s.* a year; but that person died, and I have since resumed these accounts, and the whole will be laid before the committee of the parishioners.

Has there been any new appointment of trustees under the powers of the Act of Parliament?—In West Teignmouth, Mr. Serjeant Praed resigned, as he was desirous of becoming a purchaser, and the Rev. John Comyns was elected a trustee, Mr. Tapley and Mr. Vicary resigned also, and Mr. Elias Brewer has been appointed. These appointments have been made in the manner prescribed by the Act of Parliament. In East Teignmouth, some of the trustees have died, and Mr. Hubbard, my son, and Mr. Bartlett, have been appointed new trustees of that parish.

What was the mode of disposing of the pews and sittings in the church adopted by the feoffees?—First, we allotted pews and sittings to persons entitled thereto, either in fee or for lives in the old church; and in some cases, where more sittings were taken by persons than they were previously entitled to, they paid for the overplus. We have also sold some pews and sittings for lives, to persons not previously entitled thereto, without payment of any rent, the lives to be renewed on payment of a fine certain. We propose to appropriate five hundred sittings, to be let at yearly rents, which will produce about one hundred and fifty pounds a year. Many of these still remain to be let, and at present they are used by any persons.

Have you sold any pews or sittings to persons not having houses in West Teignmouth?—We have, in a few instances.

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No.	DESCRIPTION and RENTS Of the Premises contained in the second Schedule to the Act for repairing the Churches of East and West Teignmouth.	Reserved Rents and Conventionary Rents. £. s. d.
1	All that messuage or dwelling-house and garden, on the west side of Parson-street, situate in West Teignmouth	
2	All that workhouse, and five tenements in Workhouse-lane, West Teignmouth aforesaid	15 18 0
3	Plot of ground, situate, lying and being near the church, in West Teignmouth aforesaid, on the west side of the public Road leading to Exeter	0 2 0
4	All that eastern part of the dwelling-house and premises, with the appurtenances and gardens, at the town's end, in West Teignmouth aforesaid	0 0 1
5	All that close of land, called or commonly known by the name of Coomb Park, situate in the said parish of West Teignmouth, containing by estimation, about an acre	0 2 0
6	All that messuage or tenement, called or known by the name of Staplehill, situate within the parishes of Highweek and Ilsington, lately in the occupation of Elizabeth Brand ..	40 0 0
7	All those three messuages or dwelling-houses, courtlage, garden and premises, with their appurtenances, formerly in the possession of Richard Wood, Elizabeth Ellis, and John Tilley, in West Teignmouth aforesaid	1 10 0
8	All those two fields or closes of land, called the Parish Gardens, or Church Gardens, in West Teignmouth aforesaid..	0 11 0
9	All that messuage, tenement or dwelling-house, courtlage and garden, lately in possession of Martha Escott, and also the messuage or tenement adjoining on the east part thereof, and situate in the parish of West Teignmouth aforesaid ..	0 16 0
10	All that plot of ground or garden adjoining to the dwelling-house of the late Widow Towill, containing, by estimation, about nine perches of land, and also all that field or plot called Bellclapper, both in West Teignmouth aforesaid ..	0 2 0
11	All that one tenement or dwelling-house, and garden adjoining and behind the same, situate in West Teignmouth aforesaid	0 16 0
12	All that barn or garden, or plot of ground adjoining thereto, in West Teignmouth, containing by estimation, ten perches of land, or thereabouts	0 2 6
13	All that tenement or dwelling-house, courtlage and premises, in Workhouse-lane, West Teignmouth	0 2 6
14	All that the lower tenement or dwelling-house and herb garden thereunto belonging, being part of a tenement, called or commonly known by the name of Gosse's tenement, in the parish of West Teignmouth aforesaid	0 4 5
15	All that dwelling-house, and stable, garden and premises, in Diamond's-lane, West Teignmouth	0 1 0
16	All that tenement or dwelling-house, with the garden and courtlage formerly belonging to the same, but now converted into a Courtlage, in West Teignmouth aforesaid	0 10 0
17	All that new erected cottage or dwelling-house, stable, coach-house, courtlage, and well of water, lately in the possession of Sir James Wright, baronet, deceased, situated in the parish of West Teignmouth aforesaid, and bounded on the east and west by the King's highway, on the south by a garden plot belonging to the said late Sir James Wright, and on the north by the lands then belonging to Catherine Pitman ..	0 2 6

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No.	DESCRIPTION and RENTS Of the Premises contained in the second Schedule to the Act for repairing the Churches of East and West Teignmouth.	Reserved Rents and Conventionary Rents. £.	s.	d.
18	All that dwelling-house, barn, garden and orchard adjoining the same, situate in West Teignmouth, aforesaid, near the church yard, containing about half an acre..	1	1	0
19	All that plot of ground situate on the right hand side of the road, leading from the church to Bitton, in the parish of West Teignmouth, aforesaid, about a quarter of an acre ..	0	1	0
20	All that field or close of land called Helve-acres, or Half-acres (except about half an acre, belonging to the feoffees of East Teignmouth), situated in West Teignmouth, aforesaid, containing by estimation, five acres	29	15	0
21	All that garden called George's garden, in West Teignmouth, and pathway to the same, about a quarter of an acre			
22	Two shillings, chief rent payable by Mr. A. Vicary, out of lands at Hannons, in West Teignmouth; two shillings chief rent, payable by the owners of a dwelling-house and premises in Woolborough, Devon, formerly belonging to John Broders; and two shillings chief rent, payable out of premises in Woolborough, aforesaid, formerly belonging to Calvin Calcott ..	0	6	0
	And all other the messuages, lands, tenements or hereditaments belonging to the feoffees of West Teignmouth, and vested in them for the maintenance or repair of the church of West Teignmouth, aforesaid.			

MAGDALEN LANDS.

26th September, 1821.

Mr. ROBERT JORDAN.

ARE the feoffees of West Teignmouth lands in possession of any land, as the gift of Robert Hayman?—We are in possession of a field of about two acres, now occupied by John Rendle, under a lease for a term of seven years, which expires at Michaelmas next, at the rent of 11*l.* This is a very good rent for the field, and I fear we shall not get so much again. This field is called the Magdalen Chapel Field; and on the west part of it is the site of an old building, which does not contain, I think, above the sixteenth part of an acre, which we claim, but which the Rev. Mr. Comyns, as lord of the manor of Bishop's Teignton, also claims, and has the possession of. He has lately taken it in, and planted it. On this site, I understand, the chapel and an hospital or lazar-house once stood. I remember the walls of the chapel standing. This property is included in the feoffment deeds of West Teignmouth.

How has this rent been applied?—These rents, together with the rent of a house at Newton Abbott, and two chief rents at Newton of 2s. each, have been paid over by the feoffees to the overseers of the poor, who carry the same into their general account, and do repairs of the poor house; but there is no specific appropriation of the rents.

[It is stated, in an entry of the book of the feoffees of West Teignmouth, in 1792, that it appearing to the trustees, by deeds and other evidence adduced, that the rent of Magdalen Field, the single rent of a house at Newton Abbott, and two other single rents of 2*s.* each, from houses at Newton, had formerly been applied towards the repair of houses appropriated for the reception of poor persons, and the overplus, if any, towards their maintenance, it was resolved, that Mr. Jordan should in future pay the said rents to the overseers of the poor, to be applied as aforesaid.]

Do you know how the house at Newton came to the feoffees of the church lands?—I do not.

Who is now the tenant of that house?—John Milward is the occupier; he has lately taken a lease for ninety-nine years, determinable on three lives, of this house, for a fine of 5*l.* under the reserved rent of 1*l.* 1*s.* The house is a poor house, and was in a very dilapi-

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dated state, and not worth more than the rent reserved by this lease. The feoffees also receive two chief rents of 2*s.* each, one from Sarah Casely, and the other from William Taverner, issuing out of two houses at Newton Abbott.

How are the rents of the house at Newton, and those two chief rents, and the rent of the Magdalen Field applied?—These rents are paid over to the overseers of the poor by the feoffees, and carried into the general account as above.

What became of the fine of 5*l.* received for the lease of the house at Newton?—That sum was received by Mr. Jordan, solicitor, of Teignmouth, and applied by him in part discharge of a bill for business, due to him from the parish of West Teignmouth. The two above mentioned chief rents were inserted in the schedule to the Act of Parliament by mistake, for they never had been applied to the purposes of the church. There is another chief rent of 2*s.* which is also included in the schedule to the Act, paid by Abraham Vicary, (as I have heard) in respect of an old lane, called Green Way Lane, at West Teignmouth, taken into Mr. Vicary's ground. This is paid to the feoffees, and by them to the churchwardens; 2*s.* are also paid by Mr. Coysh, to the overseers, arising, as I have heard, from taking in a part of the lane. Mr. Serjeant Praed also pays yearly 2*s.* as a charge on his estate at Bitton, to the overseers. This estate formerly belonged to the Risdons. I have seen it mentioned as a charge in an old will of one of this family, but I do not know by whom it was given.

How were the rents of Magdalen Field and the high rents applied previous to 1792?—They were previously applied with the rents of the house at Bitton, and in the same way as the interest of the 100*l.* arising therefrom is now applied.

28th September.

Rev. JOHN COMYNS, Vicar of West Teignmouth.

What part of the site of the Magdalen House do you claim?—I claim the site of the old chapel only, which I have permitted some poor persons to occupy for a garden, without rent. I do not claim the site of the old houses which adjoined the chapel; but the chapel I claim under the Lear family, who purchased of grantees of chapel from the crown, in the reign of Edward 6th.

RISDON'S GIFT.

26th September 1821.

Mr. ROBERT JORDAN.

Are the feoffees of the West Teignmouth trust lands in possession of the house given by Mary Risdon, and what does that property now consist of?—This house was included in the feoffment deeds of 1788, and by mistake was inserted in the second schedule to the Act of 1815, and it has been sold pursuant to the powers of that Act. It was not known to Dr. Tucker that this house was held under a distinct trust until after the Act passed. The house was down at the time of the sale. The site of it, and the garden, were under lease to Mr. Serjeant Praed, which lease had been granted to his father for a term of ninety nine years absolute, at the conventionary rent of 10*s.* After the granting this lease, the house was pulled down. There was another house which belonged to the feoffees under the general trusts, which was omitted in the schedule, this being mistaken for that given by Mrs. Risdon, and it is proposed by the trustees to substitute the house which was omitted, and to appropriate that to these trusts in lieu of the other, which has been sold.

When was this lease for ninety-nine years granted to the late Mr. Praed?—I think it was about the year 1791. A lease of a small part of the garden had been previously granted in 1771, at the rent of 7*s.* 6*d.* for a like term, which was surrendered. The house was previously occupied by poor persons, put in by the overseers, and the house was so old that it was thought a nuisance and dangerous to the poor people living in it. The consideration paid by Mr. Praed for the lease of 1791, was 100*l.* The rent previously had been only 2*l.* 17*s.* 6*d.* for the whole, subject to disbursements. The reserved rent on this lease was 10*s.* a year. Mr. Serjeant Praed has purchased the reversion in fee of this property under the Act, at the price of 80*l.*

How was this fine of 100*l.* applied?—It was laid out towards building the new workhouse belonging to the parish, and held by the parish under the feoffees, and the feoffees intend to charge this house with the payment of 5*l.* per annum for ever, as the interest of this 100*l.* which 5*l.* per annum will be applied as the gift of Risdon, besides the other house, which is proposed to be substituted for the house sold. This has been acted upon since the year 1791, when the 100*l.* was received.

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[Witness produced a book, in which is an entry of the receipt of this 100*l.* stating that that sum was to bear an interest of 5*l.* per cent.; which interest should be applied, as was directed by Mrs. Risdon's will, and the principal to endure to the trustees, to be laid out for the benefit of such poor people of the parish as received no weekly or monthly pay.]

What does the other house consist of which is proposed to be substituted for this which has been sold?—It is a house in Parson-street, Teignmouth, with a small garden belonging to it, now in lease for ninety-nine years, determinable on three lives, to Henry Brown, at the reserved rent of 4*s.*

Is this house in good repair?—It is, and is a much better house than that at Bitton was.

Was the 100*l.* which the late Mr. Praed gave for the lease in 1791, a full consideration for that lease?—It was a very large price, and it was some time before Mr. Praed would pay that sum. The poor were greatly benefitted by the transaction.

Has the 5*l.* a year been paid by the overseers, and how has it been disposed of?—This sum of 5*l.* has been paid together with the rent of 10*s.* as long as Mr. Praed's lease existed. It has been distributed generally by myself, not annually, but sometimes two or more years rent at once, to those poor persons of the parish who receive no parish pay, as recommended by the feoffees, in sums varying according to the sum to be distributed, from 1*l.* to 1*s* each.

The last distribution was in February 1821, but it was of interest due up to 1818 only, and there then remained a balance in my hands of 15*l.* 5*s.* 8*d.* and three years' interest is now due to Lady Day last, all which I propose to distribute about Christmas next. The names of the persons to whom this distribution is made, and the sums they receive, are entered in a book, which is open to the inspection of the parishioners. The 4*s.* rent of the house in Parson-street, has not yet been carried into this account, but this may be done and distributed with the interest.

A list is kept of the poor persons receiving the interest of the 100*l.* who have usually continued to receive a share of the distribution until they have died, unless they have become chargeable to the parish. No new persons were added at the last distribution. About 9*l.* was distributed at that time.

1*st October.*

Mr. ROBERT JORDAN.

HAVE you ever seen any deed in which Mrs. Risdon's gift was included, except the trust deed of 1788?—I never have. I know that my uncle, Joseph Hall, had possession of Mrs. Risdon's will, amongst the papers of the Risdon family; and finding this gift, desired it might be inserted in the trust deed.

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INDEX

TO THE

Charities of the County of Devon;

INCLUDING

A SCHEDULE

OF

ALL THE PROPERTIES REPORTED ON.

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Vol.	Page.	PARISH, Township, or Chapelry.	DONOR, or Title of CHARITY.	Income from Real Estate: Rents. £.	s.	d.	Rent Charges. £.	s.	d.	Income from Personal Estate £.	s.	d.	TOTAL. £.	s.	d.	OBSERVATIONS.
2.	290	Abbotsham - -	Shee				5	10	0				5	10	0	1l. deducted for land-tax.
			Poors' lands	6	5	0							6	5	0	
			Cholwill													Lost.
3.	98	Alphington - -	Church house	5	0	0							5	0	0	
			Poors' lands	15	0	0							15	0	0	
			Vinicombe				1	10	0				1	10	0	
			Leach and others ..							6	18	0	6	18	0	
			Pitman . ..							0	5	0	0	5	0	
			Poors' houses													No income.
2.	260	Alverdiscott - -	Church lands	1	12	6							1	12	6	Leased for lives.
1.	298	Alvington, East -	Peter				1	0	0				1	0	0	
1.	298	Alvington, West	Church lands	1	5	2							1	5	2	Leased for lives.
			Ilbert							7	10	0	7	10	0	
2.	291	Alwington - -	Coffin's Almshouses ..	14	0	0							14	0	0	
			Poors' land	1	8	0							1	8	0	
			Richard Coffin							1	0	0	1	0	0	
3.	228	Anstey, East -	Poors' money							1	15	0	1	15	0	
3.	252	Anstey, West -	Poors' money							1	10	0	1	10	0	
			Handford				5	0	0				5	0	0	
2.	325	Arlington - -	Canham							1	8	0	1	8	0	
			Crocombe				1	0	0				1	0	0	
			Hayes	1	10	0							1	10	0	
			Burgoyne							0	8	0	0	8	0	
			Partridge													Lost.
2.	132	Ashburton - -	Church lands	86	7	11							86	7	11	Leased for lives.
			Hayman													Supposed to be included in the church lands.
			Page and Feymouth ..													Ditto.
			Phipps	12	0	0							12	0	0	
			Caunter	2	0	0							2	0	0	Leased for lives.
			Bovey	22	0	0							22	0	0	

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		Ashburton,—*continued.*	Grammar school ..	53	10	0	4	0	0	2	10	0	60	0	0	
			Prideaux				2	12	0				2	12	0	
			Ackland				2	12	0				2	12	0	
			Knowlin				1	0	0				1	0	0	
			Bounde				1	0	0				1	0	0	
			Ford							4	15	8	4	15	8	
			Stawell				10	0	0				10	0	0	
			Gould				1	0	0				1	0	0	
			Lord Middleton's and Harris's school	115	0	0							115	0	0	
			Bickham	25	0	0							25	0	0	
			Harris				11	7	6				11	7	6	
			Eleanor and Sally Adams							10	0	0	10	0	0	
			Dunning				6	0	0				6	0	0	
			Donkin							1	8	9	1	8	9	
2.	190	- - -	Blundell				11	0	0				11	0	0	
2.	247	Ashcombe - -	Stooke													Lost.
			Moalle							3	0	0	3	0	0	
2.	200	Ashford - - -	Poors' money							0	8	0	0	8	0	
2.	3	Ashprington - -	Giles													No income.
			Church-house													Ditto.
			Knowling													Lost.
3.	265	Ashreigney - -	Pyncombe													*See* Poughill.
2.	248	Ashton - - -	Stooke				6	0	0				6	0	0	16s. deducted for land-tax.
1.	192	Aveton Gifford -	Bateman and others ..	6	8	10							6	8	10	Leased for lives.
			Mary Magdalen's dole ..				0	3	4				0	3	4	
			Elliott							0	5	0	0	5	0	
			Trout													Lost.
			Horsewell													Lost.
1.	201	Awliscombe - -	Pring	10	0	0							10	0	0	
			Great Tithes and Kellond	150	0	0							150	0	0	
1.	119	Axminster - -	Parish lands	29	1	6							29	1	6	Part leased for lives.
			Sampson													Income included in parish
			Younge				5	0	0				5	0	0	lands.
			Periam	4	0	0				1	12	0	5	12	0	
			Scriven							0	4	0	0	4	0	

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		Axminster,—*continued.*	Whitty				1	0	0	0	4	0	1	0	0	
			Charity school	16	4	7½				2	6	0	18	10	7½	
			Palmer				5	0	0				5	0	0	
			Ellard													100*l.* payable after death
1.	175	Axmouth	Serle				1	16	0				1	16	0	of donor's widow.
1.	9	Aylesbear	White				1	10	0				1	10	0	
1.	2	Bampton	Acland				1	6	0				1	6	0	
			John Tristram				2	0	0				2	0	0	4s. deducted for land-tax.
			Mogridge				6	0	0				6	0	0	1*l.* 4s. deducted for ditto.
			James Tristam													Lost.
			Hill													Ditto.
			Lucas							2	4	0	2	4	0	
2.	200	Barnstaple	Penrose's almshouse	215	4	0	4	0	0	8	14	10	227	18	10	
			Horwood's almshouse	57	18	0				3	8	8	61	6	8	
			Paige's almshouse	14	0	0	1	4	8	2	10	0	17	14	8	
			Harris's almshouse				0	2	0				0	2	0	
			Beaple				20	0	0				20	0	0	2*l.* 13s. 4d. deducted for
			Skinner	30	0	0							30	0	0	land-tax.
			Cornish	16	0	0							16	0	0	
			Jeffery				1	10	0				1	10	0	
			Delbridge													Lost.
			Olivean													Ditto.
			Mayne													Ditto.
			Monies given to be lent													Ditto.
			Appley	7	15	0							7	15	0	
			Lugg	25	0	0							25	0	0	
			Richard Ferris, sen.				2	0	0				2	0	0	
			Acland				2	12	0				2	12	0	
			Horsham							1	0	0	1	0	0	
			Webber				0	12	0				0	12	0	
			Westlake							11	14	0	11	14	0	

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		Barnstaple,—*continued.*	Baron				6	0	0			6	0	0	
			Richard Ferris, jun. ..				20	0	0			20	0	0	
			Phillips				2	10	0			2	10	0	
			Drake												Void by 9 Geo. 2.
			Tippets				3	6	0			3	6	0	
			Cordwainers lands ..	1	12	0						1	12	0	Leased for long terms.
			Grammar school ..				10	0	0	8	0	0	18	0	0	
			Charity school	86	0	0	7	1	4	28	10	6	121	11	10	
			Horwood's school ..	15	10	0							15	10	0	
			Newcommon													*See* Bideford.
			Martin				5	0	0				5	0	0	
			Stanbury							18	14	4	18	14	4	
1	222	Beer Ferris - -	Church lands ..	45	5	7							45	5	7	Part leased for lives.
			Maynard's school ..	21	0	0							21	0	0	
3.	165	Berry Narbor -	Parish lands	1	10	4							1	10	4	Leased for lives.
			Church house ..													No income.
2.	69	Berry Pomeroy -	Bound	50	0	0	0	4	0				50	4	0	
2.	152	Bickington - -	Baron				2	0	0				2	0	0	
3.	281	Bickington, High	Pyncombe													*See* Poughill.
			Tucker							2	0	0	2	0	0	
1.	23	Bickleigh, near Tiverton.	Ware Park Charity ..	10	10	0				3	0	0	13	10	0	
			Lovell													*See* Tiverton.
1.	224	Bickleigh, near Plymouth.	Lady Modyford & Herring.							3	0	0	3	0	0	
2.	292	Bideford	Bridge trust	329	10	4				33	10	0	363	0	4	
			Andrew's dole ..	10	5	0							10	5	0	
			Andrew's annuity ..				1	0	0				1	0	0	
			Strange's almshouse ..	6	10	0							6	10	0	
			Amory's almshouses ..													No income.
			Poor's stock							9	0	0	9	0	0	
			Poor man's meadow ..	6	15	0							6	15	0	
			Baron				6	0	0				6	0	0	
			Grammar school ..	50	0	0							50	0	0	
			Pawley				2	2	0				2	2	0	
			Sheerman and Frost ..													Lost.
			Arundell				0	13	4				0	13	4	

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		Bideford,—*continued.*	Young							3	19	0	3	19	0	
			Newcommen							46	10	0	46	10	0	Part for Barnstaple & Westdown
			Church houses													Pulled Down.
			Olivean and Mayne ..													Lost.
3.	254	Beaford - - -	Clerk's Land	6	0	0							6	0	0	
3.	142	Beaworthy - -	Poors money							0	16	0	0	16	0	
1.	193	Bigbury - - -	Parish stock							1	5	0	1	5	0	
2.	63	Bishopsteignton -	Coleman and others ..	40	0	0							40	0	0	
			Lear	12	10	0							12	10	0	
2.	4	Blackauton - -	Wotton				10	0	0				10	0	0	*l.* 8s. deducted for land tax.
			Sparke							7	14	4	7	14	4	
3.	265	Boneleigh - -	Poor's stock money ..							0	18	0	18	0	0	
2.	330	Bovey, North- -	Church lands	1	0	0							1	0	0	Leased for lives.
			Parr				3	0	0				3	0	0	
			Tapper													Void by 9 Geo. 2.
2.	331	Bovey Tracey -	School lands	35	12	0							35	12	0	
			Stooke	2	2	0							2	2	0	
			Parish lands	7	11	0							7	11	0	
3.	265	Bow - - - -	Hoyle	26	17	9							26	17	9	
			Rowland													Income included in Hoyle's charity.
			Gould	8	0	0							8	0	0	
			Lethbridge				6	16	0				6	16	0	
			Hole							0	10	0	0	10	0	
			Church lands	29	5	0							29	5	0	
1.	24	Bradninch - -	Acland				2	12	0				2	12	0	
			Witney	18	10	0							18	10	0	
			Bowden							1	0	0	1	0	0	
			Gervis							0	10	0	0	10	9	
			Corporation	7	12	0							7	12	0	
			Hill	30	3	6							30	3	6	Part for Cullompton.
			Parish charities ..	9	10	0							9	10	0	

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3.	144	Bradford	Wills							0	12	6	0	12	6	
			Elizabeth Bickford							13	17	0	13	17	0	Part for Cookbury.
			William Bickford													Lost.
			Brown													Do.
3.	101	Bramford Speke	Parish lands		0	10	0			5	9	2	5	19	2	
2.	223	Braunton	Charity school		75	0	0	2	0	0			77	0	0	
			Arthur & Richard Acland					3	0	0			3	0	0	
			Wheake		10	10	0						10	10	0	
			Beare					2	0	0			2	0	0	
			Pollard and Incledon								2	8	0	2	8	0	
			Commyns								3	0	0	3	0	0	
			Bower													{ Legacy not received at the time of inquiry.
2.	222	Bratton Fleming	Parish stock													Lost.
2.	326	Bray, High	Sloly					6	0	0			6	0	0	12s. deducted for land-tax.
			Dalling and Moorman								0	15	0	0	15	0	
2.	115	Brent, South	Parish lands		113	15	0						113	15	0	
			Wilcocks		9	0	0						9	0	0	
			Acland		4	4	0						4	4	0	
			Peter					1	0	0			1	0	0	
			Annuity out of rents of manors					1	0	0			1	0	0	
			Bradford					1	0	0			1	0	0	
1.	320	Brentor	Parish stock								0	6	6	0	6	6	
3.	208	Bridestowe	Church land		1	10	0						1	10	0	Leased for lives.
3.	9	Bridford	Stooke					2	10	0			2	10	0	10s. deducted for land-tax.
			Thomas Hall													Lost.
			Edward Hall					0	16	4			0	16	4	
			Thomas Hall													Do.
3.	146	Bridgerule	Church house													No income.
2.	70	Brixham	Church lands		9	15	10						9	15	10	Part leased for lives.
			Kelly		50	0	0						50	0	0	Parts for various other parishes.
			Shardon								2	0	0	2	0	0	
			Peter					1	0	0			1	0	0	
			Lockram		0	19	0						0	19	0	
			Serle and Luscombe					0	10	4			0	10	4	
			Croote					0	10	0			0	10	0	

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		Brixham,—*continued.*	Gillard				0	4	0				0	4	0	
			Lang	63	0	0							63	0	0	
			Kellond	42	0	0				21	0	0	63	0	0	
			Reeve													Lost.
			Scite of Almshouse	0	10	0							0	10	0	Leased for lives.
1.	205	Brixton - - -	Parish lands	8	11	0				7	10	0	16	1	0	Ditto.
			Hele	33	11	8							33	11	8	
3.	31	Broad Clist - -	Burroughs Almshouse				23	11	0				23	11	0	
			Poors Lands	27	10	0							27	10	0	
			Acland				5	4	0				5	4	0	
			Weare				4	10	0				4	10	0	
			Leach							9	16	0	9	16	0	
3.	80	Broadhembury -	Burrough	4	10	0							4	10	0	
			Annuity out of Awliscombe tithes													*See* Awliscombe.
			Poors money							3	5	0	3	5	0	
			Hill	12	0	0							12	0	0	
3.	147	Broadwood Kelly	Poors stock money							1	4	0	1	4	0	
2.	119	Buckfastleigh -	Parish lands	48	0	0							48	0	0	
			Peter				1	0	0				1	0	0	
			Pomeroy							1	0	0	1	0	0	
			Tinckham				1	0	0				1	0	0	
			Parish stock							1	4	6	1	4	6	
			Gould				2	0	0				2	0	0	8*s.* deducted for land tax.
			Knowling				1	0	0				1	0	0	
			Acland				2	12	0				2	12	0	
			Bradford				2	10	0				2	10	0	
2.	314	Buckland Brewer	Hester Turner							4	8	0	4	8	0	
			John Turner													Lost.
2.	227	Buckland, East -	Parish lands	22	0	0							22	0	0	
1.	224	Buckland, Egg -	Rawlin and Lanyon				1	0	0	0	10	0	1	10	0	

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		Buckland Egg,—	Culme						3	0	0	3	0	0	
		continued.	Warren						24	0	0	24	0	0	
3.	254	Buckland Filleigh	Poors stock money ..						0	10	0	0	10	0	
			Walter						0	10	0	0	10	0	
1.	235	Buckland Monachorum.	Lady Modyford's school ..				10	0	0			10	0	0	
			Elford						6	0	0	6	0	0	
			Ilbert						4	17	0	4	17	0	
			Burrows						3	16	0	3	16	0	
			Parish stock												No income.
			Lady Modyford ..						2	10	0	2	10	0	
2.	82	Buckland in the Moor.	Parish lands	33	0	0						33	0	0	
1.	175	Budleigh, East -	Duke												No income.
			Westcott				0	14	0			0	14	0	
			Drake												*See* Littleham.
			Wotton				0	11	8			0	11	8	
			Fowler				3	6	8			3	6	8	6*s.* 8*d.* deducted for land-tax.
			Pring	10	0	0						10	0	0	
1.	3	Burlescombe -													{ Entitled to partake of the benefit of Ashford's school at Uffculme.
3.	272	Burrington - -	Pyncombe												*See* Poughill.
			Tossel				0	10	0			0	10	0	
1.	18	Butterleigh - -	Acland												Lost.
			Winn				2	0	0			2	0	0	
3.	81	Cadbury - - -	Burrough												*See* Burrough's almshouse at Broadclist.
			Poors money, &c. ..						2	8	4	2	8	4	
1.	29	Cadleigh - - -	Leach				10	13	0			10	13	0	
			Battin .. .				4	0	0			4	0	0	16*s.* deducted for land-tax.
			Parish land	8	12	0						8	12	0	
1.	64	Calverleigh - -	Shorland												*See* Tiverton.
			Brooke				1	0	0			1	0	0	2*s.* deducted for land-tax.
			Worth												Void by 9 Geo. 2.
3.	298	Chagford - -	Church lands	30	1	0						30	1	0	
			Bunnamy's bread ..						1	7	0	1	7	0	
			Hunt				5	0	0			5	0	0	
			Weekes						8	0	0	8	0	0	

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2.	326	Challacombe - -	Crocombe				1	0	0				1	0	0	
			Partridge and Facche ..							1	14	0	1	14	0	
1.	183	Charleton - -	Bowring	2	0	0							2	0	0	
3.	273	Chawleigh - -	Parish lands	91	19	0							91	19	0	
			Poors money, &c. ..							2	0	0	2	0	0	
			Webber				0	10	0				0	10	0	
			Pyncombe													*See* Poughill.
			Churchill							2	8	0	2	8	0	
3.	288	Cheldon - - -	Poors money							2	0	0	2	0	0	
			Church house and garden	0	10	0							0	10	0	
3.	102	CheritonBishop -	Church lands	12	12	0							12	12	0	
			Poors stock							2	0	0	2	0	0	
			Strong				1	0	0				1	0	0	
3.	24	CheritonFitzpaine	Scutt's almshouse ..	22	0	0				0	12	0	22	12	0	
			Poors land, &c. ..	28	0	0							28	0	0	
			Poors money							6	0	0	6	0	0	
			Harris	0	13	6							0	13	6	
2.	275	Chittlehampton -	Church lands	17	10	2							17	10	2	Part leased for lives.
			Annuity of 20s. ..													Lost.
3.	289	Chulmleigh - -	Parish lands	60	10	0							60	10	0	
			Pyncombe													*See* Poughill.
			Osborne	10	0	0							10	0	0	
			Shapland							5	11	6	5	11	6	
3.	10	Christow - - -	Stook	20	0	0							20	0	0	
2.	248	Chudleigh - -	Parish lands	41	3	8							41	3	8	Part leased for lives.
			Acland				2	12	0				2	12	0	
			Clarke				1	10	0				1	10	0	
			Stowell													Lost.
			Soper	2	0	0							2	0	0	Leased for 99 years.
			Bloye				1	10	0				1	10	0	
			Eastchurch				5	0	0				5	0	0	7s. 6d. deducted for land tax.

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		Chudleigh,—*continued.*	Stideton						4	0	0	4	0	0	
			Pinsent's free school ..				30	0	0			30	0	0	
			Lost gifts												
2.	85	Churston Ferrers	Kelly												*See* Brixham.
			Skerdon and Edwards ..	5	0	0						5	0	0	
3.	147	Clawton - - -	Banbury				0	5	0			0	5	0	
			Heisfel							0	10	0	10	0	
			Broand							0	5	0	5	0	
			Widow's money ..							0	8	0	8	0	
1.	171	Clayhidon - -	Parsons	3	10	0						3	10	0	
			Poors land	4	0	0						4	0	0	
			Waldron	2	0	0						2	0	0	
1.	3	Clayhanger - -	Sayer				1	0	0			1	0	0	
			Hannah Nutcombe Bluett				3	0	0			3	0	0	
			Norman, and B. N. Bluett							4	10	0	4	10	0
2.	271	Clovelly - - -	Prince	3	1	0						3	1	0	
			Carey												Lost.
			Burdon												Ditto.
3.	14	Clist Honiton -	Weare				4	10	0			4	10	0	
1.	154	Clist Hydon - -	Hall	1	10	0	20	0	0	3	0	0	24	10	0
			Poors field	4	0	0							4	0	0
			Church land	5	2	0							5	2	0
3.	11	Clist St. George -	Seaward	39	10	0							39	10	0
			Weare				3	0	0				3	0	0
			Gibbs				1	4	0				1	4	0
			Pidgley							5	10	0	5	10	0
3.	33	Clist St. Lawrence	Godfrey							3	19	0	3	19	0
			Poors money							0	12	0	0	12	0
3.	14	Clist St. Mary -	Tantezen	8	0	0							8	0	0
			Weare				3	0	0				3	0	0
			Ceeley	0	15	0							0	15	0
			Gibbs				0	16	0				0	16	0
3.	94	Coldridge - - -	Poors stock money ..							0	7	0	0	7	0
2.	86	Cockington - -	Cary				30	0	0	6	18	0	36	18	0
			Ridgway and others ..												No income.
			Baker							4	8	0	4	8	0

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3.	34	Colebrooke - -	Mills							3	12	0	3	12	0	
			Hockwell				1	0	0				1	0	0	
			Pidsley				1	0	0				1	0	0	
1.	155	Colyton - - -	Parish lands	221	10	10							221	10	10	Part leased for lives.
			Holmes				3	0	0				3	0	0	
			Grigg							3	0	0	3	0	0	
			How							10	0	0	10	0	0	
1.	9	Colaton Rawleigh	Parish charities ..							0	18	0	6	18	0	
2.	156	Comb-in-Teignhead.	Almshouse & rent charges.				0	7	0				0	7	0	
			Burgoyne							3	0	0	3	0	0	
2.	227	Comb Martin -	Ley	25	0	0							25	0	0	
3.	148	Cookbury - -	Church meadow ..	1	5	0							1	5	0	
			Wills							0	12	6	0	12	6	
			Bread money ..							0	3	0	0	3	0	
			Elizabeth Bickford ..													*See* Bradford.
1.	194	Cornwood - -	Parish lands	44	0	0							44	0	0	
			Yonge													Special visitor.
3.	5	Cornworthy - -	Peter				2	0	0				2	0	0	
			Lady Harris	25	15	0							25	15	0	
			Church house ..													No income.
1.	203	Coryton - - -	Parish stock							0	10	0	0	10	0	
			Tremayne													Special visitor.
1.	163	Cotleigh - - -	Hobbs	14	10	0							14	10	0	
1.	113	Cruwys Morchard	Pyncombe													*See* Poughill.
			Brooke				2	0	0				2	0	0	4*s.* 8*d.* deducted for land-tax.
			Gay				2	0	0				2	0	0	4*s.* 8*d.* deducted for do.
			Parish charities ..							2	0	0	2	0	0	
			Cruwys													Void by 9 Geo. 2.
3.	294	Creacombe - -	Tupper				0	16	0				0	16	0	
3.	35	Crediton - - -	Church Corporation Trust.	2720	8	9							2720	8	9	
			Hayward	15	6	0				309	0	4	324	6	4	

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		Crediton—*cont^d.*	Smith						60	5	0	60	5	0	
			Lake						23	12	6	23	12	6	
			Tuckfield						20	0	0	20	0	0	
			Davies' almshouses				20	0	0			20	0	0	
			Miller												Supposed to be lost.
			Acland				2	12	0			2	12	0	
			Welsh				2	12	0			2	12	0	
			Thomas Colliton				3	2	0			3	2	0	
			Thomasine Colliton				2	12	0			2	12	0	
			Barrington				2	12	0			2	12	0	4*s.* deducted for land-tax.
			Please				2	12	0			2	12	0	
			Dunscombe				3	6	8			3	6	8	
			Buckingham		7	0	0					7	0	0	
			Channon		5	15	0					5	15	0	
			Borough lands		87	5	3					87	5	3	Part leased for lives.
			Newcombe and Younge		55	5	0					55	5	0	Part of Newcombe's charity for Inwardleigh.
			Spurway's almshouse		10	18	0					10	18	0	
			Jeffery and others		28	5	0					28	5	0	
			Saunders					1	5	0		1	5	0	
			Welsford								4	0	0	4	0	0	
			Annuity for bread					1	0	0		1	0	0	
			Mann								37	10	0	37	10	0	
			United charity schools		31	0	0	4	10	0	81	2	0	116	12	0	
			Dunn's school								25	4	0	25	4	0	
			Lost gifts			—			—			—			—		
3.	65	Hamlet of Sandford	Poors lands, &c.		52	0	0							52	0	0	
			John Davie		7	10	0							7	10	0	
			Emanuel Davie					5	4	0				5	4	0	
			Dourish					5	0	0				5	0	0	
			Norrish								3	3	0	3	3	0	
			Sir John Davie					16	0	0				16	0	0	
			Ham					3	0	0				3	0	0	
			Lock					3	0	0				3	0	0	
1.	30	Cullompton	Acland					2	12	0				2	12	0	
			Manning		10	0	0							10	0	0	
			Bone		5	10	0							5	10	0	

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3.	278	Dolton	Poors money							1	4	6	1	4	6	
			Jenn							4	14	4	4	14	4	
3.	278	Dowland	Stafford				2	10	0				2	10	0	
			Poors money							0	10	0	0	10	0	
			Church-house													No income.
2.	228	Down, East	Pine							4	19	0	4	19	0	
			Poors money							0	6	0	0	6	0	
3.	94	Down, St. Mary	Hole				0	5	0				0	5	0	
			Tucker							1	5	0	1	5	0	For 20 years, from 1819.
2.	229	Down, West	Poors lands	2	2	0							2	2	0	Leased for lives.
			Poors money							1	0	0	1	0	0	
			Newcommen													*See* Bideford.
3.	75	Dunchideock	Poors money							2	5	0	2	5	0	
3.	103	Dunsford	Poors lands, &c.	20	0	0							20	0	0	
			Sperke				1	0	0				1	0	0	
			Preston							1	4	0	1	4	0	For 70 years from 1763.
1.	204	Dunterton	Mather													Lost.
3.	279	Eggesford	Churchill							1	4	0	1	4	0	
1.	198	Ermington	Hatch and parish lands	20	6	6							20	6	6	
			Pearse							5	0	0	5	0	0	
3.	148	Exbourne	Poors mouey							1	18	0	1	18	0	
3.	76	Exminster	Parish lands	26	0	0							26	0	0	
			Taverner				1	0	0				1	0	0	
			Payment by governors of Crediton													*See* Crediton.
3.	15	Farringdon	Weare				3	0	0				3	0	0	
			Wotton							2	16	0	2	16	0	
			Hornbrooke							1	0	0	1	0	0	
1.	163	Farway	Cox							1	0	0	1	0	0	
			Atkinson							7	10	0	7	10	0	
1.	167	Feniton	Wright and Pearce	8	0	0							8	0	0	

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		Feniton—*cont*^{d}.	Church land	2	0	0					2	0	0	
2.	229	Filleigh - - -	Earl Clinton											No income.
			Poors money							1	7	0	1	7	0	
2.	260	Fremington - -	Poors lands	12	17	0				9	7	4	22	4	4	Part of lands leased for lives.
			Tew				1	0	0				1	0	0	
			Thorne							0	10	0	0	10	0	
			May				2	10	0				2	10	0	
			Doddridge	60	0	0							60	0	0	
3.	279	Frithelstock - -	Poors land and money ..	8	0	0				1	0	0	9	0	0	
			Stevens							0	12	0	0	12	0	
			Melhuish													
2.	230	Georgeham - -	Poors money							2	5	7	2	5	7	2*l*. 10*s*. per annum, supposed to be a voluntary payment.
			Richards				5	0	0				5	0	0	
			Middleditch							2	0	0	2	0	0	
			Dean							0	14	8	0	14	8	
3.	303	Gidleigh - - -	Church lands	18	0	0							18	0	0	
1.	144	Gittisham - -	Beaumont	143	5	0							143	5	0	
			Putt				10	0	0				10	0	0	
2.	231	Goodleigh - -	Acland				1	6	0				1	6	0	
			Squire							0	10	0	0	10	0	
1.	18	Halberton - -	Burrough				1	0	0				1	0	0	
			Comins				1	0	0				1	0	0	
			Acland				1	6	0				1	6	0	
			John Were	12	0	0							12	0	0	
			Turner				20	0	0				20	0	0	
			Thomas Were				8	10	0				8	10	0	
			Maunder				0	10	0				0	10	0	
			Spicer				0	10	0				0	10	0	
			Newte													
3.	149	Halwell - - -	Poors money							0	6	0	0	6	0	*See* Tiverton charity school.
2.	33	Harberton - -	Parish lands	47	11	2							47	11	2	Part leased for lives.
			Huxham	5	0	0							5	0	0	
			Wyses's almshouse, &c. ..				4	10	0				4	10	0	
			Wotton				0	5	0				0	5	0	
			Risdon				4	0	0				4	0	0	
			John and Richard Norris				2	0	0				2	0	0	

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		Harberton,—*continued.*	Shillibeer				1	0	0				1	0	0	
			Sparke				0	13	4				0	13	4	
1.	197	Harford - - -	Lost charities	—			—			—			—			
1.	9	Harpford - - -	Lord Rolle				1	0	0				1	0	0	
2.	272	Hartland - - -	Almshouse													
			Church lands	44	0	0							44	0	0	
			Doeton													Lost.
			Orchard							31	0	0	31	0	0	
3.	149	Hatherleigh - -	Church houses	5	0	0							5	0	0	
			Almshouses													No income.
			Walter				2	0	0				2	0	0	
			Bennett				5	0	0				5	0	0	
			Giddon				0	10	0				0	10	0	
			Lethbridge							4	13	8	4	13	8	
			Lucas													
			Eddy													Void by 9th Geo. 2nd.
			Northcote													Ditto.
			Luxmpore							5	0	0	5	0	0	
2.	231	Heanton Punchar-	Church lands	10	12	8							10	12	8	Part leased for lives.
		don - - - -	Poors money							13	9	4	13	9	4	
3.	105	Heavitree - -	Parish lands	63	10	0							63	10	0	Part leased for a long term.
			Parish field	1	6	8							1	6	8	Leased for a long term.
			Ducke's almshouses ..				1	6	0				1	6	0	
			Isacke and Webber ..													Supposed to be included in
			Livery Dole				45	0	0				45	0	0	Parish lands.
			Nut							2	4	4	2	4	4	
			Serle													No income. Question as to
2.	91	Hempston, Broad	Peter				1	0	0				1	0	0	rights of charity.
			Jesse	2	0	0							2	0	0	
			Unknown	0	12	0							0	12	0	
			Webber and Lake ..				0	3	0				0	3	0	

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		Hempston, Broad *continued.*	Gift houses												No income.
			Evans				0	5	0				0	5	0	
2.	92	Hempston, Little	Parish lands		13	0	0						13	0	0	
			Bogan					10	0	0	3	6	8	13	6	8	14s. 6d. of rent charge deducted for land tax.
1.	174	Hemyock - - -	Holway and others ..		10	0	0							10	0	0	
			Ford					1	0	0				1	0	0	
			Lack					0	5	0				0	5	0	
			Marke														Lost.
			Waldron		2	0	0							2	0	0	
			Gervis														Lost.
3.	1	Hennock - - -	Stooke		2	12	0							2	12	0	
			Gribble								0	5	0	0	5	0	
3.	151	Highampton - -	Poors money								0	14	0	0	14	0	
2.	192	Highweek - -	Parish lands ..		34	9	0				6	0	0	40	9	0	Part of lands leased for lives.
			Gilberd's almshouse ..		5	15	0	4	0	0				9	15	0	
			Peter and Bickford ..					1	2	0				1	2	0	
			Hayman		1	1	0				0	19	0	2	0	0	
			Bearne														*See* Woolborough.
1.	5	Hockworthy - -	Sharland					2	0	0				2	0	0	6s. 3d. deducted for land-tax.
1.	197	Holbeton - - -	Church lands		1	0	0	0	18	0				1	18	0	
3.	115	Holcombe Burnell	Church house														No income.
			Pitman								0	5	0	0	5	0	
1.	4	Holcombe Rogus															Entitled to partake of the benefit of Aysliford's School, at Uffculme.
2.	328	Holne - - - -	Parish lands		1	3	0							1	3	0	Leased for lives.
			Bradford					2	0	0				2	0	0	
			Charter								5	0	0	5	0	0	
3.	151	Holsworthy - -	Specott														*See* Black Torrington.
			Poors land		27	0	0							27	0	0	
			Church house		0	12	0							0	12	0	
			Bayley					3	0	0				3	0	0	
2.	160	Holwell - - -	Parish lands		6	6	0							6	6	0	Part leased for lives.
1.	125	Honiton - - -	Allhallow's charity ..		26	7	11½							26	7	11½	Ditto.
			Beaumont (Rapshayes) ..		45	2	0							45	2	0	
			Beaumont (Steeveley) ..		18	19	8							18	19	8	Leased for lives.
			Marwood		6	8	8							6	8	8	Ditto.

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		Honiton—*contd.*	Haye's trust	9 0 0			9 0 0	Leased for lives.
			Warwick-lane trust ..	4 8 0			4 8 0	Ditto.
			Bridewell houses ..	5 5 0			5 5 0	Ditto.
			Stocker's land	38 0 0			38 0 0	
			Cole's and Gray's houses					Houses burnt down.
			Money in the funds ..			9 0 0	9 0 0	
			Fley and others ..		12 0 0		12 0 0	
			Acland		2 12 0		2 12 0	
			Saint Margaret's hospital	85 9 0			85 9 0	
			Minifie	8 19 9½			8 19 9½	
			Harris			2 10 0	2 10 0	
			How			12 0 0	12 0 0	
3.	203	Huntshaw - -	Church lands	0 16 8			0 16 8	
			Lovering	30 0 0			30 0 0	Part for Great Torrington, and part for Wear Gifford.
			Dennis		1 0 0		1 0 0	During lease, determinable on two lives.
			Lost gifts	—	—	—	—	
1.	302	Huish, South -	Annuity		0 16 0		0 16 0	
2.	130	Huish, North -	Parish lands	12 17 0			12 17 0	
3.	255	Iddesleigh - -	Potter			2 0 0	2 0 0	
			Courtice					Void by 9th Geo. 2.
			Parish houses, &c. ..	1 3 0			1 3 0	Leased for lives.
3.	78	Ide - - - - -	Balle		1 0 0		1 0 0	
			Smith		2 12 0		2 12 0	
3.	2	Ideford - - -	Borrington		1 0 0		1 0 0	
			Parish lands	8 18 0			8 18 0	Part leased for lives.
			Clotterbrook					Lost.
			Jenkins					Legacy not received at time of inquiry, and question as to its amount.
2.	233	Ilfracombe - -	Togood		2 5 0		2 5 0	
			Pyncombe					*See* Poughill.
			Thomas Harris ..					Void by 9 Geo. 2.
			Richard Harris ..		2 10 0		2 10 0	

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		Ilfracombe—*cont.*	Church lands	..	..	3	10	0						3	10	0	Leased for 99 years.
3.	3	Ilsington - - -	Parish land	..	..	15	10	0						15	10	0	Part leased for lives.
			Candy	..	..	40	0	0				16	17	0	56	17	0	
			Ford .. .	..	..	21	0	0							21	0	0	
			Hale ..	..	..							4	7	0	4	7	0	Question as to the residue of the property of the charity.
2.	263	Instow - - -	Carter	..	..	—				—			—			—		Lost.
			Tucker	..	..	2	10	0							2	10	0	
3.	152	Inwardleigh - -	Newcombe	..	..													*See* Crediton.
2.	94	Ipplepen - - -	Peter ..	..	..				1	0	0				1	0	0	
			Kelly ..	..	..													*See* Brixham.
3.	154	Jacobstow - -	Poors stock money		..							0	16	0	0	16	0	
3.	78	Kenn - - - -	Hensley	..	..				2	8	0				2	8	0	
			Parish land	..	..	35	0	0							35	0	0	
			Gould	..	..	—				—			—			—		Lost.
3.	69	Kennerleigh - -	Poors money	..	..							0	3	0	0	3	0	
1.	199	Kentisbeer - -	Westcombe	..	..				6	0	0				6	0	0	
			Sanders	..	..				3	0	0				3	0	0	
			General charities		..	14	0	0				11	17	0	25	17	0	
			Cross ..	..	..													Supposed to be included in general charities.
2.	235	Kentisbury - -	Jones	..	..	4	10	0							4	10	0	
3.	79	Kenton - - -	Church house	..	..													No income.
			Poors money	..	..							3	16	6	3	16	6	
			Fryer ..	..	..							4	4	0	4	4	0	
2.	94	Kerswell, King's	Peter ..	..	..													Ditto.
			Creed ..	..	..	18	8	6							18	8	6	
1.	141	Kilmington - -																Partakes of the benefit of charity school at Axminster.
1.	302	Kingsbridge - -	Acland	..	..				2	12	0				2	12	0	
			Peter ..	..	..				1	0	0				1	0	0	
			Town lands	..	..	36	16	7				8	8	0	45	4	7	Lands leased for lives.
			Chrispin's school		..	32	0	0							32	0	0	
			Duncombe	..	..	299	4	0				69	18	2	369	2	2	
2.	175	Kingswear - -	Church lands	..	..	12	0	10	0	9	10				12	10	8	Part of the lands leased for lives.
			Poors lands	..	..	8	19	0							8	19	0	
			Peter ..	..	..				1	0	0				1	0	0	
			Kelly ..	..	..													*See* Brixham.

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Vol.	Page.	PARISH, Township, or Chapelry.	DONOR, or Title of CHARITY.	Income from Real Estate. Rents. £.	s.	d.	Rent Charges. £.	s.	d.	Income from Personal Estate £.	s.	d.	TOTAL. £.	s.	d.	OBSERVATIONS.
3.	228	Knowstone - -	Brooke				1	0	0				1	0	0	2s. deducted for land tax.
			Annuity for poor ..				2	10	0				2	10	0	
			John and Ellen Elworthy							1	16	0	1	16	0	
			Clarke		—			—			—			—		Lost.
1.	204	Lamerton - -	Tremayne													Special visitor.
2.	277	Landkey - - -	Parish lands	36	18	7							36	18	7	
			Acland				2	12	0				2	12	0	
			Hugh Acland				1	6	0				1	6	0	
			Bear				2	12	0				2	12	0	
			Squire				2	0	0				2	0	0	8s. deducted for land tax.
			Poors money							2	5	0	2	5	0	
3.	154	Langtree - - -	Phipps	11	1	0							11	1	0	
			Church and poor lands ..	10	7	0							10	7	0	
			Church lands	34	11	5							34	11	5	
			Futts							1	0	0	1	0	0	
			Gilbert							0	18	0	0	18	0	
3.	281	Lapford - - -	Arundel				1	0	0				1	0	0	
1.	190	Leigh, North -	Marwood lands ..	14	2	6							14	2	6	
			How							7	0	0	7	0	0	
1.	164	Leigh, South - -	How							8	15	0	8	15	0	
2.	264	Leigh, West - -	Church land	0	16	0							0	16	0	
			Berry							2	0	0	2	0	0	
3.	158	Lew, North - -	Poors money							0	11	0	0	11	0	
			Watkins							0	10	0	0	10	0	
2.	327	Linton - - -	Litson													Void by 9 Geo. 2.
			Knight							0	5	0	0	5	0	
			Groves													Ditto.
2.	314	Littleham - -	Poor stock							0	16	6	0	16	6	
1.	177	Littleham, with Exmouth -	Drake	475	18	6							475	18	6	Part leased for 99 years; part for East Budleigh and Withycombe Rawleigh.
			Peardon				3	4	0				3	4	0	

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		Littleham with Exmouth—*cont^d.*	Elwill	..	..							13	2	0	13	2	0	Part for Teignmouth.
			Spry	..	..							5	10	8	5	10	8	
			Lord Newark	..	..							0	8	0	0	8	0	
			Church house	..	..													No income.
			Lost charities	..	..													
1.	313	Loddiswell - -	Parish lands	..	..	33	15	6							33	15	6	Leased for lives.
			Philips	..	..	42	0	0							42	0	0	
1.	141	Luppitt - - -	Church lands	..	..	0	3	0							0	3	0	Ditto.
3.	8	Lustleigh - - -	Phipps	..	..													Lost.
1.	64	Loxbear - - -	Cudmore	..	..							2	8	0	2	8	0	
2.	327	Loxhore - - -	Squire and others		..							1	1	0	1	1	0	
2.	17	Lympstone - -	Metherell	..	..				4	0	0				4	0	0	
			Egerton	..	..							1	0	0	1	0	0	
			Welch	..	..							8	2	0	8	2	0	
1.	229	Maker - - - -	Trevill	..	..				5	4	0				5	4	0	
			Bennett	..	..	20	0	0				2	10	0	22	10	0	
			Lanyon	..	..				2	0	0	2	0	0	4	0	0	
			Edwards	..	..				0	6	0				0	6	0	
			Kerley	..	..				3	0	0				3	0	0	During the life of the Rev.
			Smith	..	..							2	5	0	2	5	0	W. Manley.
			Church land	..	..	14	0	0							14	0	0	
1.	315	Marlborough - -	Parish lands	..	..	28	10	3½							28	10	3½	Part leased for lives.
3.	11	Mamhead - - -	Martin	..	..							8	1	7	8	1	7	
3.	96	Manaton - - -	Church house	..	..													No income.
3.	295	Mariansleigh - -	Davie..	..	..				6	10	0				6	10	0	
			Sanger	..	..							0	8	0	0	8	0	
			Adams	..	..							0	10	0	0	10	0	
			Poors money	..	..				0	10	0				0	10	0	
2.	97	Marldon - - -	Parish land	..	..	2	0	0							2	0	0	
			Kelly	..	..													*See* Brixham.
			Metherell	..	..													Void by 9th Geo. 2nd.
2.	327	Martinhoe - -	Poors money	..	..							0	5	0	0	5	0	
2.	236	Marwood - - -	Parish lands, &c.	..	..	11	11	0							11	11	0	
			Harding	..	..							11	13	10	11	13	10	
			Westacott	..	..							3	0	0	3	0	0	
1.	204	Marystow - - -	Thorne lands	..	..	190	0	0							190	0	0	Part arising from Manganese Mine.

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		Marystow—*cont.*	Tremayne													Special Visitor.
1.	205	Mary Tavey - -	Church lands	2	0	0							2	0	0	
3.	259	Meeth - - - -	Jerman							3	0	0	3	0	0	
			Poors money							0	5	0	0	5	0	
1.	141	Membury - - -	Robert and Francis Fry ..	4	0	0							4	0	0	
			Rent charge				0	13	4				0	13	4	
3.	259	Merton - - -	Langdon							1	5	0	1	5	0	
			Rolle		—			—			—			—		Lost.
1.	320	Milton Abbott -	Parish land	5	1	1½							5	1	1½	
			Jewell							8	15	8	8	15	8	
3.	157	Milton Damerell	Slocombe				0	6	0				0	6	0	
1.	319	Milton, South -	Parish lands	15	6	0							15	6	0	Part leased for lives.
1.	197	Modbury - - -	Hill				0	6	8				0	6	8	
			Swete													No income.
			Prideaux				5	0	0				5	0	0	
			Church house	0	13	4							0	13	4	Leased for lives.
			Charity school							12	0	0	12	0	0	
3.	229	Molland Bottreaux	Clarke	70	0	0							70	0	0	
			Poors money							1	7	6	1	7	6	
			Courtenay				10	0	0				10	0	0	During a lease for 99 years; determinable on two lives.
3.	233	Molton, North -	Church lands	28	10	10							28	10	10	Part leased for lives.
			Almshouse				5	4	0				5	4	0	
			Bampfylde				5	4	0				5	4	0	
			Poors money ..													
			Burgess ..							2	19	0	2	19	0	
			Bright ..													
			Radford ..													
			William Moorman ..							2	10	0	2	10	0	
			Grace Moorman ..							2	1	11	2	1	11	
			Harding		—			—			—			—		Lost.

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3.	237	Molton, South	Annuity out of Common Moor				12	0	0			12	0	0	
			Hugh Squier	449	7	8				18	5	0	467	12	8	
			Blue school							100	12	0	100	12	0	
			Whittle	0	9	0							0	9	0	Leased for lives.
			Harewood							5	4	0	5	4	0	
			Hunt													
			Elizabeth Squier							12	0	0	12	0	0	
			Rashleigh													
			Gibbon													
			Richard and Elizabeth Bawden													
			Humphrey Bawden													
			Gay													
			John Bawden							12	0	0	12	0	0	
			Broad													
			Joseph Palmer													
			Richard Bawden													
			Rev. Richard Bawden													
			Jones													
			Sprigg							6	0	0	6	0	0	
			Acland				2	12	0				2	12	0	
			Brett													
			Webber	0	5	0				2	8	0	2	13	0	
			Thomas Badcock				1	0	0				1	0	0	
			Agnes Badcock				2	12	0				2	12	0	
			Courtenay				1	0	0	0	8	0	1	8	0	
			Joseph Palmer							2	0	0	2	0	0	
			Gould							0	8	0	0	8	0	
			Nott							1	0	0	1	0	0	
			Nicholas Palmer							0	15	0	0	15	0	
			Hole							0	10	0	0	10	0	
			Harding													Lost.
			Joshua Bawden				1	0	0				1	0	0	
			Jones													
3.	69	Morchard Bishop	Poors land	19	19	0				4	0	0	23	19	0	Legacy not received at the time of enquiry.

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		Morchard Bishop *continued.*	Poors money							8	18	9	8	18	9	
			John Quicke				1	0	0				1	0	0	
			Arundell				0	13	4				0	13	4	
			Chilcott				0	10	0				0	10	0	
			White		—			—			—			—		Lost.
			John Quicke, junior				1	0	0				1	0	0	
			Tucker				11	4	0				11	4	0	
			Tuckfield							10	0	0	10	0	0	
			Way							3	0	0	3	0	0	
			Lane				0	10	0				0	10	0	
1.	4	Morebath	Brooke				21	4	0				21	4	0	
			Poor stock							1	16	0	1	16	0	
1.	320	Moreleigh	Oldrieve							0	10	0	0	10	0	
3.	96	Moreton Hampstead.	Hele													*See* St. John's Hospital, Exeter.
			Church houses	30	14	0							30	14	0	
			Southmead		—			—			—			—		Lost.
3.	83	Netherexe	Warren				1	0	0				1	0	0	2s. deducted for land tax.
			Burrough													*See* Burrough's Almshouse, at Broadclist.
1.	199	Newton Ferrers	Carkeele				0	10	0				0	10	0	
			Almshouse													No income.
3.	73	Newton St. Cyres	Quicke and others				3	5	0				3	5	0	
			Roch							1	0	0	1	0	0	
			Franks							4	0	0	4	0	0	
			Gift money		—			—			—			—		Lost.
3.	260	NewtonSt.Petrock	Beccles or Beavis				0	2	0				0	2	0	
2.	315	Northam	Strange				1	0	0				1	0	0	1s. deducted for land tax.
			Berriman				6	0	0				6	0	0	1*l.* 5s. 6d. ditto.
			Britton				1	16	0				1	16	0	
			Berry and Cholwill	12	3	9							12	3	9	
			Poor houses													No income.
			Cocke and Langdon	49	10	0							49	10	0	

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		Northam,—*cont*d.	Melhuish				1	10	0			1	10	0	
			Lady Berry							2	0	0	2	0	0	*See* Cocke and Langdon.
			Jeffery													Annuity of 8*l* not paid since 1795.
			Docton													Void by 9 Geo. 2.
			Wood													
			Best				4	0	0				4	0	0	
			Almshouse, &c. ..							1	4	0	1	4	0	
			Arundell				0	13	4				0	13	4	
			Beaple													Annuities of 6s. and 3s. 4d.
			Small annuities ..				1	12	4				1	12	4	not paid since 1791.
			Olivean			—			—			—			—	Lost.
3.	157	Northcott, Hamlet of Forming part of parish of Boyton, in Cornwall.	Morice			—			—			—			—	Ditto.
3.	287	Nympton, Bishop's	Poors stock money ..							14	8	4	14	8	4	
			Blackmore	5	5	0							5	5	0	
3.	295	Nympton, King's	Hele							2	0	0	2	0	0	
			Tossel							4	11	4	4	11	4	
			Poors money							1	5	0	1	5	0	
			Pyncombe													*See* Poughill.
3.	285	Nymet Rowland	Brutton			—			—			—			—	Lost.
1.	114	Oakford - - -	Hill, *alias* Spurway ..				3	0	0				3	0	0	
			Pyncombe													*See* Poughill.
1.	164	Offwell - - -	Poors land	5	0	0							5	0	0	
2.	158	Ogwell, East -	Reynell	10	0	0							10	0	0	
3.	209	Okehampton - -	Parish or church lands ..	2	4	0	0	8	0				2	12	0	Leased for lives. 8s. deducted from rent-charge for land-tax.
			Common lands.. ..	4	2	2	2	0	0				6	2	2	
			Holditch tenement ..	50	0	0							50	0	0	
			Stone..	3	6	8							3	6	8	Leased for lives.
			Brock's almshouse ..	2	12	0							2	12	0	
			Harragroe													No income.
			Bickell							2	10	0	2	10	0	
			Field	6	6	0							6	6	0	
			Palmer				1	0	0				1	0	0	
			Northmore	32	0	0							32	0	0	Part for South Tawton.

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		Okehampton--*continued.*	Macey		2 0 0		2 0 0	
			Poors money			8 0 0	8 0 0	
3.	157	Okehampton, Monk	Clapp and others		1 0 0		1 0 0	
1.	9	Otterton	Isaack					No income.
			Austin			5 0 0	5 0 0	
			Duke			5 0 0	5 0 0	
			Channon		0 10 0		0 10 0	
			Simons			5 0 0	5 0 0	During the incumbency of the Rev. T. W. Shore.
1.	40	Ottery St. Mary	Ottery trust	332 8 8			332 8 8	Part leased for lives.
			Somersetshire trust	119 0 0			119 0 0	
			Church corporation trust	90 0 0			90 0 0	
			Axe	120 2 0		42 12 2	162 14 2	
			Jeffery					*See* Exeter.
			Barnard	23 5 0			23 5 0	
			Salter	21 0 0			21 0 0	
			Evans			5 0 0	5 0 0	
			Mundy			2 0 0	2 0 0	
			Woodrow			5 0 0	5 0 0	
			Kestell			0 14 0	0 14 0	
2.	97	Paington	Parish lands, and John Charles Kellond	52 15 10		15 0 0	67 15 10	Part of lands leased for lives.
			Peter		1 0 0		1 0 0	
			Kelly					*See* Brixham.
			Neckt		4 0 0		4 0 0	
			Butland		1 0 0		1 0 0	
			Furneaux		1 0 0		1 0 0	
			Browse					No income.
			Squarry			0 10 0	0 10 0	
			Gardner		1 0 0		1 0 0	
			Yabbacombe					Included in the stock standing in the names of trustees of parish lands.

		Paignton—*cont*d.	Belfield							30	0	0	30	0	0		
2.	324	Parkham - - -	Honnacott				1	0	0				1	0	0		
			Cholwill				1	0	0				1	0	0		
			Parish lands	3	0	0							3	0	0		
2.	327	Parracombe -	Poors money							1	8	0	1	8	0		
1.	167	Payhembury - -	Saunders				8	0	0				8	0	0		
			Pigott and Venn ..				8	0	0	4	8	10	12	8	10		
3.	260	Peter's Marland -	Church lands	32	0	0							32	0	0		
			Clevland							5	0	0	5	0	0		
3.	158	Petherwing, North	Seccombe		—			—			—			—		Lost.	
			Chapman				1	0	0				1	0	0		
			Credacott				0	15	0				0	15	0		
3.	260	Petrockstowe -	Rolle		—			—			—			—		Ditto.	
			Hutchings		—			—			—			—		Ditto.	
			Joseph and David Bowhay.				1	0	0				1	0	0	During a lease for 99 years; determinable on two lives.	
2.	238	Pilton - - - -	Parish lands	34	14	0	0	12	6	46	10	0	81	16	6	Lands leased for lives.	
			St. Margaret's hospital ..	11	15	8							11	15	8	Part of lands ditto.	
			Acland				1	6	0				1	6	0		
			Fairchild				0	13	0				0	13	0		
			Lethbridge				1	16	0				1	16	0		
			Incledon				1	16	0				1	16	0		
			Exeter													*See* Parish lands.	
			Harding				1	0	0				1	0	0		
			Rogers													Ditto.	
			Other gifts													One gift void by 9 Geo. 2; for others, *see* parish lands.	
3.	115	Pinhoe - - -	Bampfylde and others ..	26	0	0							26	0	0	Part for Stoke Cannon & Thorverton	
			Wilcocks	6	0	0							6	0	0		
			Sanders				1	10	0				1	10	0		
			Elwill				2	0	0				2	0	0		
			Land							6	18	0	6	18	0		
1.	233	Borough of Plymouth - - -	The grammar school ..				20	0	0				20	0	0	Beside voluntary payments made by corporation.	
			Old church almshouses ..				17	13	4				17	13	4	Besides payments made by the corporation.	

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		Borough of Plymouth—*cont.d.*	Almshouses under guardians of the poor ..													No income.
			Almshouses built by Anne Prynne and others	6	0	0							6	0	0	Leased for lives.
			White							1	1	0	1	1	0	
			Bounde				2	0	0				2	0	0	
			Burrow				18	0	0				18	0	0	3*l.* 12*s.* deducted for land-tax
			Gayer	80	0	0							80	0	0	
			Hewer							4	0	0	4	0	0	
			Orphan's aid ..													Special Visitor.
			Rawlin													For other places. Nothing paid to the poor of Plymouth
			Workhouse charities ..	25	19	4	5	0	0				30	19	4	Leased for lives.
			Rowe	52	0	0				25	4	7	77	4	7	
			Madock							42	0	0	42	0	0	
			Bennett	55	0	0							55	0	0	
			Hele	288	17	7	30	0	0	48	4	8	367	2	3	Part of the lands leased for lives.
			Lanyon	219	10	0				10	0	0	229	10	0	
			New church almshouses ..													No income.
			Jory's almshouses ..	257	10	0							257	10	0	
			Grey school							133	12	6	133	12	6	
			Kelway's trust							443	4	0	443	4	0	
			Martin													Void by 9 Geo. 2.
			Lady Rogers							836	3	0	836	3	0	
			The Household of Faith ..							15	15	0	15	15	0	
1.	279	St. Andrew	Acland				2	12	0				2	12	0	
			William Hill				2	12	0				2	12	0	
			John Hill							2	12	0	2	12	0	
			Ackerman							2	10	0	2	10	0	
			Morshed							2	12	6	2	12	6	
			Huxham													*See* parish of Charles.

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		St. Andrew *cont^d.*	Addis							21	3	10	21	3	10	
1.	280	Tything of Weston Peverell -	Rawlin							0	10	0	0	10	0	
			Harris				2	10	0				2	10	0	
			Knighton							1	0	0	1	0	0	
	281	Parish of Charles	King		—			—			—			—		Lost.
			Olivean		—			—			—			—		Ditto.
			Collins							2	10	0	2	10	0	
			Morshead							2	12	6	2	12	6	
			Chapman							4	0	0	4	0	0	
			Sutton							3	0	0	3	0	0	
			Huxham							19	14	4	19	14	4	Part for St. Andrew's parish.
			Stevens							5	0	0	5	0	0	
			Bruce							15	0	0	15	0	0	Subject to a payment of 8*l.* a
	284	Tything of Compton Gifford	Rawlin							2	0	0	2	0	0	year to John Bruce for life.
			Shaw and Hancock ..							5	0	0	5	0	0	
1.	208	Plympton St. Mary	Maudlyn lands	36	0	0							36	0	0	
			Payment out of crown rents				2	5	6				2	5	6	
			Church land	0	12	0							0	12	0	
1.	211	Plympton Maurice	Hele's school	170	0	0							170	0	0	
			Sir Warrick Hele & Drake	1	11	6							1	11	6	
			Rawlin and Revell ..				0	4	0	0	10	0	0	14	0	
			Moulton	9	6	0							9	6	0	
			Crook							0	10	0	0	10	0	
			Kite							7	4	0	7	4	0	
1.	214	Plymstock - -	Harris				10	0	0				10	0	0	
			Lanyon				1	0	0				1	0	0	
			Anderson	7	0	0							7	0	0	
			Bickford							2	0	0	2	0	0	
			Hodge													Void by 9th Geo. 2nd.
			Burrow							1	5	6	1	5	6	
			Warren							60	0	0	60	0	0	
1.	168	Plymtree - - -	Mary Crosse	1	10	0							1	10	0	
			Andrew Crosse ..	1	1	0							1	1	0	
			Land and others ..	25	0	0							25	0	0	
			Mundy							1	0	0	1	0	0	
3.	118	Poltimore - - -	Bampfylde's almshouses ..	12	0	0				7	7	2	19	7	2	

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Vol.	Page.	PARISH, Township, or Chapelry.	DONOR, or Title of CHARITY.	Income from Real Estate. Rents. £.	s.	d.	Rent Charges. £.	s.	d.	Income from Personal Estate £.	s.	d.	TOTAL. £.	s.	d.	OBSERVATIONS.
		Poltimore—*cont*d.	Bradford							5	0	0	5	0	0	
			Lost gifts		—			—			—			—		
1.	187	Pool, South - -	Dare				1	0	0				1	0	0	
			Horseman				2	0	0				2	0	0	
1.	188	Portlemouth -	Cleland							1	0	0	1	0	0	
1.	13	Poughill - - -	Pyncombe	941	18	6¼				77	8	10	1019	7	4¼	Part for other parishes, and residue for augmenting small livings. Part of the lands leased for lives.
			Brooke				2	0	0				2	0	0	4s. 4d. deducted for land tax.
			Gay				2	0	0				2	0	0	4s. 8d. ditto.
			Poors money							1	19	6	1	19	6	
			Thomas	0	10	0							0	10	0	
			Bradford				1	0	0				1	0	0	
3.	80	Powderham .. -	Fletcher				0	6	0				0	6	0	
			Lost gifts		—			—			—			—		
3.	95	Puddington - -	Brooke				1	0	0				1	0	0	2s. 4d. ditto.
			Poors money							1	10	0	1	10	0	
			Davye							0	12	0	0	12	0	
3.	8	Putford, West -	Poors money							2	0	0	2	0	0	
3.	158	Pyworthy - -	Beckley	11	10	0							11	10	0	
			Poors money							0	10	0	0	10	0	
1.	114	Rackenford - -	Brooke				3	0	0				3	0	0	6s. ditto.
			Poors money							2	18	6	2	18	6	
			Kemp							0	10	6	0	10	6	
			Barnes							2	0	0	2	0	0	Lost.
			Ayre		—			—			—			—		
2.	131	Rattery - - -	Church lands	13	0	0							13	0	0	
			Gould				1	0	0				1	0	0	
			Savery				2	0	0				2	0	0	
			Lost charity		—			—			—			—		
1.	217	Revelstoke - -	Parish house and Garden													No income.
3.	119	Rewe - - -	Emanuel Warren ..				1	0	0				1	0	0	2s. deducted for land-tax.

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		Rewe—*continued.*	Nicholas Warren	..				1	0	0			1	0	0	2s. deducted for land-tax.
			Steere	..	..						2	0	0	2	0	0
1.	199	Ringmore	Kirkham	..	..											No income.
3.	205	Roborough	May ..	..	..						1	10	0	1	10	0
			Alford	..	..						1	0	0	1	0	0
3.	18	Rockbear	Stile ..	..	..						2	18	4	2	18	4
			Colesworthy	..	..			5	0	0				5	0	0	6s. deducted for land-tax.
			Wild ..	..	..			1	5	0				1	5	0
			Bidgood	..	..			0	12	0				0	12	0
3.	297	Rose-Ash	Poors money	..	}						5	13	6	5	13	6
			School money	..	}											
3.	296	Romansleigh	Packer	..	..			0	4	0				0	4	0
			Poors money	..	..						0	7	0	0	7	0
1.	227	St. Budeaux	Ernesettle	..	..			1	6	8				1	6	8
			Rawlins	..	..						0	10	0	0	10	0
			Lanyon	..	..			1	0	0				1	0	0
			Charity school	..	..	71	0	0	2	0	0	11	5	0	84	5	0
			Docton	..	..												No income.
			Knighton	..	..						2	0	0	2	0	0
3.	159	St. Giles-on-the-Heath	Poors money	..	..						1	2	0	1	2	0
			Harvey	..	..												Void by 9 Geo. 2.
3.	205	St. Giles-in-the-Wood	Parish lands	..	..	0	10	0						0	10	0	Leased for lives.
			Poors money	..	..						8	10	0	8	10	0
			Rolle's almshouses	..	..			5	0	0				5	0	0
			Donation of wheat	..	..												A bushel of wheat every month, made into bread, and distributed at Stevenstone house.
			Beere ..	..	..			2	0	0				2	0	0	
2.	103	St. Mary Church	Bickford	..	..			2	0	0				2	0	0	
			Waymouth	..	..												Void by 9 Geo. 2.
			Baker	..	..												No income.
2.	158	St. Nicholas	Mudge ..	..	..						0	10	0	0	10	0	
3.	120	St. Thomas the Apostle	Batlyn	..	..	0	10	0						0	10	0	
			Seldon ..	..	..												*See* City of Exeter.
			Acland	..	..			2	12	0				2	12	0	
			Berry ..	..	..	32	0	0						32	0	0	
			Church houses	..	..												No income.
			Robert Pate, sen.	..	..			1	0	0				1	0	0	

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		St. Thomas the Apostle—*cont^d.*	Robert Pate, jun. ..							1	10	0	1	10	0	
			Peter				1	0	0				1	0	0	
			Evans				1	0	0				1	0	0	
			William Gould, sen. ..				12	0	0				12	0	0	
			William Gould, jun. ..				2	0	0				2	0	0	
			Painter							4	10	0	4	10	0	
3.	159	Sampford Courtenay - - -	Slowman	0	5	0							0	5	0	
			Poors stock money ..							1	12	0	1	12	0	
			Langmead				0	10	0				0	10	0	
			Tickell							3	7	0	3	7	0	
			Lost gifts		—			—			—			—		
1.	21	Sampford Peverell	Charity lands	24	4	10							24	4	10	Part leased for lives.
1.	192	Seaton and Beer	Marwood		—			—			—			—		Lost.
			Good							0	16	0	0	16	0	
1.	217	Shaugh - - -	Parish land	10	0	0							10	0	0	
			Lady Modyford ..							2	5	0	2	5	0	
			Mabbott		—			—			—			—		Ditto.
3.	260	Shebbear - - -	Parish lands	24	14	0							24	14	0	Part leased for lives.
			Walter				1	0	0				1	0	0	
			Smallacombe				0	3	4				0	3	4	
1.	285	Sheepstor - - -	Church lands	4	0	0							4	0	0	
			The Cawte lands ..	11	15	0							11	15	0	
1.	170	Sheldon - - -	Banfield							1	0	0	1	0	0	Ceased in 1824.
1.	188	Sherford - - -	Dottin	4	0	0							4	0	0	
2.	328	Sherwell - - -	Poors money							1	13	6	1	13	6	
3.	28	Shobrooke - -	Poors stock							6	0	0	6	0	0	
			John Rowe													*See* Poors stock.
			William Rowe													Ditto.
			Trenchard				3	0	0				3	0	0	
			Short													Void by 9th Geo. 2nd.
			Tuckfield]							10	0	0	10	0	0	

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		Shobrooke—*cont*d.	Hunt							4	5	8	4	5	8	
1.	10	Sidbury - - -	Beaumont	39	0	0							39	0	0	
			Isaack	6	0	0							6	0	0	
			Poors land	25	0	0							25	0	0	
			Stephen's Cross land ..	6	15	0							6	15	0	
			Atleigh				5	0	0				5	0	0	
			Staple				1	0	0				1	0	0	
1.	147	Sidmouth - - -	Poors lands	32	11	0							32	11	0	Leased for 99 years
			Arthur and Slade ..													No income.
			Blower	0	5	0							0	5	0	Leased for 99 years.
			Burroughs							1	10	0	1	10	0	
			Conant and Curtis ..							3	0	0	3	0	0	
			Cawley							2	10	0	2	10	0	
			Sexton's house													No income
2.	2	- - - .. -	Poors lands at Harpford..	18	0	0							18	0	0	
3.	83	Silverton - - -	Acland				2	12	0				2	12	0	
			Fursdon				2	12	0				2	12	0	
			Bastard				2	12	0				2	12	0	
			Thomas Troyte ..	21	19	0				0	14	6	22	13	6	
			Row and Mills ..	1	10	0							1	10	0	
			Ascott	8	0	0							8	0	0	
			Cotton	21	0	0							21	0	0	
			Wreyford													No income.
			Lost gifts		—			—			—			—		
			Richards	130	4	0							130	4	0	
			Richard Troyte ..				2	10	0				2	10	0	
			Church lands	16	0	0							16	0	0	
1.	189	Slapton - - -	John and Charles Kelland	28	0	0							28	0	0	
3.	124	Sowton - - -	Seldon													*See* City of Exeter.
			Weare				3	15	0				3	15	0	
			Poors money							4	0	0	4	0	0	
			Forward				1	0	0				1	0	0	
			Aish		—			—			—			—		Lost.
3.	306	Spreyton - - -	Hore				1	0	0				1	0	0	
			Poors land	3	0	0							3	0	0	
			Cann							1	0	0	1	0	0	For 50 years from 1807.

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1.	172	Stanton, Church-	Montywood charity ..	4 0 0			4 0 0	
			Parson	3 10 0			3 10 0	
			Channon					No income.
			Combe		0 10 0		0 10 0	
			Pew in the church ..	0 3 0			0 3 0	
			Church lands	2 0 0			2 0 0	
2.	105	Staverton - - -	William Gould.. ..		2 0 0		2 0 0	8s. deducted for land tax.
			Bovey	15 10 0			15 10 0	
			Edward Gould	31 10 0	1 0 0		32 10 0	
			Baker			10 9 10	10 9 10	
			Bradridge			2 0 0	2 0 0	
3.	30	Stockleigh English	Poors house and money ..			0 19 0	0 19 0	
3.	30	Stockleigh Pomeroy	Poors money			2 12 0	2 12 0	
3.	125	Stoke Canon - -	Bampfylde					*See* Pinhoe.
			Clarke		1 6 0		1 6 0	5s. deducted for land-tax.
			Emanuel & Nicholas Warren		2 0 0		2 0 0	4s. ditto.
			Worthy			1 19 2	1 19 2	
1.	268	Stoke Damerell -	Rawlin			0 10 0	0 10 0	
			Young					No income
			Chambers			18 0 0	18 0 0	
			Spearing					93l. 6s. 9d. applied in building a dispensary, tickets for which are furnished to the amount of the interest
2.	39	Stoke Fleming -	Paige..	8 0 0			8 0 0	
			Creed	1 0 0			1 0 0	
			Pering and Haswell ..			1 5 0	1 5 0	
			Poor houses					No income.
			Church lands	1 0 0			1 0 0	Part leased for 89 years, and residue for lives.
2.	107	Stoke Gabriel -	Kelly					*See* Brixham.
			Full and others ..	8 8 0			8 8 0	
			Lane	—	—	—	—	Lost.
			Annuity of four nobles ..		1 6 8		1 6 8	

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2.	328	Stoke Rivers -	Poors money			—			—			—		Lost.
2.	159	Stoke in Teignhead	Andrews				1	10	0			1	10	0	
			Church house	7	0	0						7	0	0	
1.	190	Stokenham - -	Jeffery												*See* Exeter.
1.	115	Stoodley - - -	Carew	13	0	0						13	0	0	
			Abraham							0	10	0	0	10	0
1.	287	Stonehouse, East	Rawlin and Lanyon ..				1	0	0	0	10	0	1	10	0
1.	300	Stow Cuurch - -	Parish lands	17	5	6						17	5	6	Part leased for lives.
			Acland				2	12	0			2	12	0	
			Acland to vicar of Churchstow, and chapel of Kingsbridge.				3	6	8			3	6	8	
			Peter				1	0	0			1	0	0	
3.	226	Stowford - - -	Parish lands	35	0	0						35	0	0	
			Doyle							9	0	0	9	0	0
3.	160	Sutcombe - - -	Morice's almshouses ..	27	0	0	20	0	0			47	0	0	
			Poors money							1	0	6	1	0	6
2.	280	Swimbridge - -	Parish lands	128	12	8						128	12	8	Ditto.
			Symons				1	0	0			1	0	0	
			Berry												*See* parish lands.
			Acland				1	6	0			1	6	0	
			Parkin							0	10	0	0	10	0
			Southcombe							0	10	0	0	10	0
1.	205	Sydenham, South	Tremayne												Special Visitor.
1.	170	Tallaton - - -	Poors land	3	0	0						3	0	0	
			Eveleigh	3	18	0						3	18	0	
			Pynsent and others ..							11	10	4	11	10	4
1.	288	Tamerton Foliott	Bampfylde	8	8	0						8	8	0	
			Lady Modyford & Norman							7	1	6	7	1	6
			Dean's school	105	0	0				19	12	0	124	12	0
1.	322	Tavistock - -	The gift house												No income.
			Glanville	15	0	0						15	0	0	
			Watts	65	16	8				6	5	0	72	1	8
			Charities settled by Act of Parliament.				120	0	0			120	0	0	Part of the lands leased for lives.
			Lord Courtenay's almshouse				8	12	0			8	12	0	

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2.	265	Tawstock - - -	Countess of Bath ..	32	11	0							32	11	0	
			Poors lands, &c. ..	44	10	0	13	0	0	8	13	0	66	3	0	
2.	285	Tawton, Bishop's	Berryman	10	0	0							10	0	0	
			Poors money							1	12	0	1	12	0	
			Acland				1	6	0				1	6	0	
			Martyn				1	6	8				1	6	8	
			Rowley							1	0	0	1	0	0	
			Tippetts				2	0	0				2	0	0	
			Newport borough lands ..	2	1	0							2	1	0	Part leased for lives, and part for long terms.
			Coddin Hill													No income.
3.	281	Tawton, North -	Church lands	27	16	6	0	7	2				28	3	8	
			School lands	14	14	0							14	14	0	
			Kelland							0	19	0	0	19	0	
			Rowland				0	6	8				0	6	8	
3.	303	Tawton, South -	Burgoyne's almshouse ..	4	4	0							4	4	0	
			Lang				1	10	0				1	10	0	
			Northmore													*See* Okehampton.
			Oxenham				5	0	0				5	0	0	
			Batteshill and others ..	12	0	0							12	0	0	
			Dunning				0	5	0				0	5	0	During life of John Dunning.
3.	126	Tedburn St. Mary	Church lands	19	3	4							19	3	4	Part leased for lives.
			Acland				1	11	4				1	11	4	
			Trigg				0	10	0				0	10	0	
			Lake				0	10	0				0	10	0	
			Chudleigh and others ..							1	4	0	1	4	0	
			Strong				1	0	0				1	0	0	
			Tuckfield							10	0	0	10	0	0	
2.	198	Teigngrace - -	Parish lands	16	12	6							16	12	6	
2.	162	Teignmouth, East	Church lands	15	18	0							15	18	0	Most of lands sold under an Act of Parliament.

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		Teignmouth, East *continued.*	Newberry							3	17	0	3	17	0	Void by 9 Geo. 2.
			Thomas and John Coleman Elwill .. .													*See* Littleham.
2.	169	Teignmouth, West	Church lands													No income. Most of lands sold under an Act of Parliament.
			Magdalen lands ..	12	1	0	0	4	0				12	5	0	Part of land leased for lives.
			Lear and others ..		—			—			—			—		Lost.
			Elwill													*See* Littleham.
			Risdon							9	0	0	9	0	0	
3.	300	Teignton, Drews	Parish lands	25	14	8							25	14	8	
			Hall				2	14	0				2	14	0	
			Weekes													Principal sum distributed.
			Boucher													Assets of testatrix insufficient to supply the charity.
			Ponsford				10	0	0				10	0	0	
2.	153	Teignton, King's	Parish lands	1	3	6				4	15	0	5	18	6	Lands leased for lives.
			Procter													Included in the stock standing in the names of the trustees of parish lands.
1.	116	Templeton - -	Brooke				1	0	0				1	0	0	2s. 4d. deducted for tand tax.
			Cudmore and others ..		—			—			—			—		Lost.
3.	164	Tetcott - - -	Arscott							2	0	0	2	0	0	
			Rouse							2	10	0	2	10	0	
1.	116	Thelbridge - -	Brooke				1	0	0				1	0	0	2s. deducted for land-tax.
			Greenslade				0	5	0				0	5	0	
			Poors money							1	1	0	1	1	0	
			Sydenham							1	15	0	1	12	0	
3.	165	Thornbury - -	Poors money		—			—			—			—		Lost.
1.	142	Thorncombe - -	Rocket				1	13	4				1	13	4	
			Bragge				2	10	0				2	10	0	
			Cooke													No income.
3.	91	Thorverton - -	Parish lands	54	10	0							54	10	0	
			Mary West				2	0	0				2	0	0	4s. 10d. deducted for land tax.
			John West				1	0	0				1	0	0	
			Bampfylde													*See* Pinhoe.
			Burned				2	10	6				2	10	6	
			Tuckfield							10	0	0	10	0	0	
3.	307	Throwleigh - -	Church lands	5	15	6							5	15	6	

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Vol.	Page.	PARISH, Township, or Chapelry.	DONOR, or Title of CHARITY.	Income from Real Estate: Rents. £.	s.	d.	Income from Real Estate: Rent Charges. £.	s.	d.	Income from Personal Estate. £.	s.	d.	TOTAL. £.	s.	d.	OBSERVATIONS.
		Throwleigh—*continued.*	Annuities out of North Murchington.				0	10	0				0	10	0	
			Dunning				0	5	0				0	5	0	During life of Jno. Dunning
1.	64	Tiverton - - -	Elmore lands	49	14	0				12	10	0	62	4	0	
			John Berry, of Kentisbear.	35	0	0							35	0	0	
			John Berry, of Tiverton..							13	7	0	13	7	0	
			Cudmore ..	16	0	0							16	0	0	
			Hartnoll ..													
			Leigh	22	10	0							22	10	0	
			Land purchased by corporation.	14	10	0							14	10	0	
			Church lands	8	11	6							8	11	6	Leased for lives.
			Greenway	281	2	0				3	1	4	284	3	4	
			Exebridge trust ..	18	5	8							18	5	8	Lands leased for lives.
			Market trust	226	19	0				2	10	0	229	9	0	
			Tyrrell				10	13	0				10	13	0	
			Waldron's almshouse ..				24	0	0				24	0	0	
			Blundell's school ..	418	12	7	12	18	4	240	7	2	671	18	1	
			Blundell, for apprenticing.													Income included in Blundell's school.
			Chilcott's school ..				90	0	0	15	4	4	105	4	4	
			Slee's almshouse ..				20	0	0	18	0	0	38	0	0	
			Acland				2	12	0				2	12	0	
			Read				7	16	0				7	16	0	
			Hill, *alias* Spurway ..				12	2	8				12	2	8	1*l.* 14s. 8d. deducted for land tax.
			Blagdon	16	0	0							16	0	0	
			Atkins				10	0	0				10	0	0	
			Shorland				10	10	0				10	10	0	Part for Calverleigh.
			Maunder				1	10	0				1	10	0	
			Lovell	21	0	0							21	0	0	Ditto Bickleigh.
			Lane	30	0	0	12	10	0				42	10	0	Ditto Cullompton.
			Chattey				10	0	0				10	0	0	10s. deducted for land-tax.

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	Tiverton—*cont*d.	Fursdon			—			—			—			Lost.
		Ching			—			—			—			Ditto.
		Hewett				3	6	0				3	6	0
		Alstone	0	7	6							0	7	6
		Rice	160	12	3				24	0	0	184	12	3
		Charity school	231	10	0				67	5	2	298	15	2
		John Newte	9	0	0							9	0	0
		Peter Newte	5	0	0							5	0	0
		Joan and Thomas Keene	31	0	0	3	0	0				34	0	0
		Ehchmarch	18	0	0							18	0	0
		Hooper	10	10	0							10	10	0
		Lewis			—			—			—			Lost.
		Peard	80	0	0				48	0	0	128	0	0
		Parsons			—			—			—			Ditto.
		Tristram							5	8	0	5	8	0
		Glass	27	0	0							27	0	0
		Munt							16	1	2	16	1	2
		Mary Marshall, widow ..							5	0	0	5	0	0
		Gilberd							32	14	0	32	14	0
		Lichigaray							4	0	0	4	0	0
		Warren							8	8	8	8	8	8
		Mary Marshall, spinster ..							9	10	0	9	10	0
		Down							15	0	0	15	0	0
		Chorlock	8	0	0							8	0	0
		Jackson							2	0	0	2	0	0
		Lost charities			—			—			—			
3.	129 Topsham	Watkins	12	0	0				4	4	0	16	4	0
		Shere	43	0	0							43	0	0
		Somaster and others ..	12	10	0				19	4	0	31	14	0
		Greenfield	10	0	0							10	0	0
		Elliott							13	11	6	13	11	6
		Collier	1	0	0				15	15	0	16	15	0
		Kennaway							4	0	0	4	0	0
		Short							2	10	0	2	10	0
		Townson and Gibbs ..				4	0	0				4	0	0
		Church lands	10	15	0							10	15	0

Part of Newte's gift to the charity school for Cullompton and Halberton.

Leased for lives.

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Vol.	Page.	PARISH, Township, or Chapelry.	DONOR, or Title of CHARITY.	Income from Real Estate. Rents. £.	s.	d.	Rent Charges. £.	s.	d.	Income from Personal Estate £.	s.	d.	TOTAL. £.	s.	d.	OBSERVATIONS.
2.	110	Tor Bryan - -	Peter				1	0	0				1	0	0	
2.	110	Tor Moham - -	Ball and others ..							0	12	0	0	12	0	
			Baker							23	8	0	23	8	0	
			Kingsley							2	10	0	2	10	0	
3.	142	Torrington, Black	Speccott	20	0	0							20	0	0	Part for Holsworthy.
			Church lands	29	4	0							29	4	0	Part leased for lives.
3.	166	Torrington, Great	Town lands	81	17	10	2	0	6				83	18	4	Lands leased for lives.
			Almshouses	36	6	6	27	14	6				64	1	0	Ditto.
			Magdalen lands ..	13	14	0							13	14	0	Ditto.
			Annuity out of great tithes				0	13	4				0	13	4	
			Saunders	0	5	0							0	5	0	Ditto.
			Monckley				1	6	8				1	6	8	
			Veysey				0	6	8				0	6	8	
			Blackmore				0	6	8				0	6	8	
			Acland				2	12	0		0		2	12	0	
			Richard Smith .. }													} Paid out of rents of town
			Welch .. }													} lands.
			John Smith	4	0	0							4	0	0	
			James Smith	1	1	0							1	1	0	Lands leased for lives.
			Tucker				1	19	0				1	19	0	
			Hockin and Nicholls ..		—			—			—			—		Lost.
			Lovering													*See* Huntshaw.
			Rolle's almshouse ..													No income.
			Blue school							47	10	0	47	10	0	
			Bradford				2	10	0				2	10	0	
			Staple Vale manufactory, & fund for apprenticing }	2	10	0							2	10	0	Leased for lives.
			Gifts for loans		—			—			—			—		Lost.
			Lost gifts		—			—			—			—		
3.	257	Torrington, Little	Magdalen lands ..	40	14	0							40	14	0	
			Hart				7	0	0				7	0	0	

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2.	43	Totnes	Sums given to be lent										
			Sums given for placing out poor children						16	0	0	16	0	0	
			Barber ..												
			Elizabeth Wise ..						2	10	0	2	10	0	
			Prestwood						2	10	0	2	10	0	
			Brooking												No income. Questions as to the rights of the charities.
			Ley												
			Field	3	0	0						3	0	0	
			Richard Lee												Ditto.
			Hall						2	0	0	2	0	0	
			Maynard ..												
			Christopher Wise												No income.
			Hodge ..												
			Dowse				0	17	0			0	17	0	
			Norris's almshouse ..				10	0	0			10	0	0	
			Martin	23	5	0						23	5	0	Part leased for lives.
			Wauchope ..												No income.
			Blackall ..												
			Macey ..												Supposed to be included in distributions of bread made from Martin's charity.
			Beare ..												
			Magdalen lands ..				13	2	3			13	2	3	Not including 1l. from Kelly's charity, for which *see* Brixham.
			Church lands				10	14	11			10	14	11	
			Acland				2	12	0			2	12	0	
			Ball				13	6	8			13	6	8	£2. 13s. 4d. deducted for land tax.
			Shillibeer . ..				1	0	0			1	0	0	2s. ditto.
			Langdon				10	0	0			10	0	0	
			Short		—			—			—		—		Lost.
			French		—			—			—		—		Ditto.
			English		—			—			—		—		Ditto.
			Rodd												No income.
			Christopher Lee ..		—			—			—		—		Lost.
			Norris and Macey ..												Not payable, there being no lecturer.
			Grammar school ..	70	0	0						70	0	0	
			Charity school	38	10	0	1	0	0			39	10	0	
			Row						1	10	0	1	10	0	

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		Totnes—*continued*	Jetsome				6	12	0				6	12	0	
2.	256	Trusham - - -	Stooke's rent charge ..				4	0	0				4	0	0	
			Stooke's almshouse ..	22	0	0							22	0	0	
			Stooke's gift for sacrament.	14	0	0	5	0	0				19	0	0	8s. deducted from the rent-charge for land tax.
			School lands	7	0	0							7	0	0	
1.	5	Uffculme - - -	Ayshford's school ..							46	10	8	46	10	8	
			Gift money							5	3	0	5	3	0	
			Burrough													Special visitors.
			Carter's tenement ..	0	1	0							0	1	0	Leased for lives.
			Sweetland													Principal sum of 20l. dis-tributed.
1.	199	Ugborough - -	Fowell				2	10	0				2	10	0	
1.	111	Uplowman - -	Calwoodleigh	2	0	0							2	0	0	
			John Chave	2	12	0							2	12	0	
			William Chave ..				4	0	0				4	0	0	7s. deducted for land tax.
			John Chave							1	0	0	1	0	0	
2.	1	Up-Ottery - -	Preston				2	0	0				2	0	0	
			Palmer	12	0	0							12	0	0	
			Newberry				2	10	0				2	10	0	
3.	30	Upton Helions -	Poors money							5	3	10	5	3	10	
1.	139	Upton Pyne - -	Poors money							2	6	0	2	6	0	
			Williams							4	5	0	4	5	0	
1.	290	Walkhampton -	Lady Modyford ..							2	10	0	2	10	0	
			The school	161	12	4							161	12	4	
3.	252	Warkleigh - -	School money							2	0	0	2	0	0	
1.	17	Washfield - -	Harris	14	0	0							14	0	0	
			Blagdon													*See* Tiverton.
			Eveleigh							0	4	6	0	4	6	
3.	97	Washford Pyne -	Poors money							0	2	0	0	2	0	
			Lambe							0	10	0	0	10	0	
3.	264	Wear Gifford -	Lovering													*See* Huntshaw.
			Poors money													Supposed to be lost.

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2.	274	Wellcombe	Blighe	..	..				0	6	0				0	6	0	
			Rowe	..	..				1	0	0				1	0	0	
1.	218	Wembury	Church trust	..	.							1	4	0	1	4	0	
			Sir Warwick Hele	..	..				30	0	0				30	0	0	
			Sir John Hele	..	..				9	5	4				9	5	4	
			Calmady	..	..				2	12	0	20	0	0	22	12	0	
3.	34	Whimple	Poors money	..	..							5	8	0	5	8	0	
3.	253	Whitchurch	Pengelly	..	..				6	0	0				6	0	0	Also a sum of 100l. for which no interest was received at the time of the inquiry.
			Sleeman	..	..							0	10	0	0	10	0	
3.	139	Whitstone	Church house, &c.		..	30	0	0							30	0	0	
			Best	..	..							3	8	8	3	8	8	
			John Sowdon	..														
			Thomas Sowdon		..				3	0	0				3	0	0	
2.	111	Widdecombe-on-the-Moor.	Church house and land		..	0	3	0							0	3	0	Leased for lives.
			Wills	..	..				0	3	0				0	3	0	
			Jerman	..	..				0	10	0				0	10	0	
1.	165	Widworthy	Robert Marwood		..				1	0	0				1	0	0	
			Benedictus and James Marwood	..					6	0	0				6	0	0	
			Somaster	..	..							5	9	9	5	9	9	
1.	22	Willand	Brooke	..	..	0	13	4							0	13	4	
			Hinton	..	..				0	10	0				0	10	0	
			Fitwilliam and Tymewell	..								0	10	0	0	10	0	
			Clarke and others		..							1	15	4	1	15	4	
1.	183	Withycombe Rawleigh	Drake	..	..													*See* Littleham.
3.	285	Winkleigh	Church lands	..	..	15	5	3	0	6	0				15	11	3	
			Acland	..	..				2	12	0				2	12	0	
			Gidley	..	..	2	10	0							2	10	0	
			Poors money	..	..							2	10	0	2	10	0	
1.	117	Witheridge	Brooke	..	..				3	0	0				3	0	0	6s. deducted for land tax.
			Greenslade	..	..				0	5	0				0	5	0	

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		Witheridge—*continued.*	Shortridge							10	1	2	10	1	2	
			Poors money													
			Melhuish							21	0	0	21	0	0	
2.	178	Wolborough - -	Parish lands	108	10	9	0	18	0				109	8	9	
			Lady Lucy Reynell ..	68	10	0	5	0	0				73	10	0	1*l.* deducted from rent-charge for land-tax. See Parish lands.
			Hayman													
			Sloman							4	0	0	4	0	0	
			Tozer				12	0	0				12	0	0	
			Bearne							134	3	0	134	3	0	Part for High Week.
2.	274	Wolfardisworthy	Poors money							1	10	0	1	10	0	
3.	19	Woodbury - -	Heyden							1	13	4	1	13	4	Besides 5*l.* 7*s.* 2*d.* from the Mercer's company.* 15*s.* deducted.
			Annuity				6	0	0				6	0	0	
			Whetcomb and others ..				5	0	0				5	0	0	
			Baron													Void by 9 Geo. 2.
			Weare				4	10	0				4	10	0	
			Broadmead	26	0	0							26	0	0	
			Holwell							2	10	0	2	10	0	
			Church lands	0	4	0							0	4	0	Leased for lives.
2.	113	Woodland - -	Parish lands	12	2	9							12	2	9	
			Dyer							1	0	0	1	0	0	
			Emma Culling ..							1	12	0	1	12	0	
			William Culling ..				2	0	0				2	0	0	
1.	320	Woodleigh - -	Parnell				1	15	0				1	15	0	
3.	294	Worlington, East	Poor house & church land													Sacramental bread & wine supplied instead of rent of church and land.
			Poors money							0	8	0	0	8	0	
			John and Andrew Cobley							6	0	0	6	0	0	

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		Worlington, East *continued.*	Cooke							0	8	0	0	8	0
3.	297	Worlington, West	Poors money, &c. ..							1	18	0	1	18	0
1.	143	Yarcombe - -	Martin							16	6	7	16	6	7
			Parish Mead	15	0	0							15	0	0
2.	274	Yarnscombe - -	Parish lands	20	0	0							20	0	0
			Warren				2	0	0				2	0	0
			Champneys and others ..							2	0	0	2	0	0
1.	222	Yealmpton - -	Croker and Knowling ..							4	0	0	4	0	0
3.	95	Zeal Monachorum	Davy				2	0	0				2	0	0
			Richard Hole				0	5	0				0	5	0
			Packer				10	0	0				0	10	0
			Rowland				0	6	8				0	6	8
			Francis Hole				12	0	0				12	0	0
			Weekes Hole							3	0	0	3	0	0
3.	308	General Charity -	Bampfield	85	10	0							85	0	0

* HEYDON'S CHARITY.—*John Heydon* by his will, dated the 6th of March 1579, gave to the Mercers Company 300*l.* to be lent (after certain specific loans therein mentioned) to six young men of the company, for four years in succession, at an interest of 3*l.* 6s. 8d. per cent.; the interest, amounting to 10*l.* per annum, to be disposed of in manner following; 3*l.* 6s. 8d. to 13 of the poor almsmen of the parish of Saint Michael Paternoster, 30s. in coals, and 36s. 8d. in money yearly; other 3*l.* 6s. 8d. as follows; on every Sunday in the year, in the parish church of Saint Michael Paternoster, 9d. in money, and 3d. in bread, to three poor people inhabiting within the said parish, and so to go round to the poor of the said parish, which cometh yearly to 2*l.* 12s.; and 12s. yearly, to the wardens of the company; and 2s. 8d. yearly, one half to the clerk and the other half to the beadle; and the remaining 3*l.* 6s. 8d. to three poor people inhabiting within the parish of Woodbury, in the county of Devon, where he was born, every Sunday within the parish church to each of them 5d. viz. 4d. in money, and 1d. in bread, and so to go round to the poor in the said parish; and 20d. to be distributed, at the discretion of the churchwardens, as the gift of him the said John Heydon, of London, mercer.

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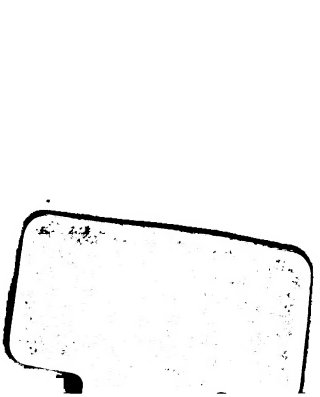
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